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**VIA E-MAIL (ERIC.TAYLOR@NLRB.GOV)
AND THROUGH THE NLRB'S E-FILING SYSTEM (WWW.NLRB.GOV)**

Eric A. Taylor
National Labor Relations Board
Region 9
John Weld Peck Federal Building
550 Main Street – Room 3003
Cincinnati, Ohio 45202

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HEREIN SHALL REMAIN
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Re: (b) (6), (b) (7)(C) v. Sam's East, Inc.¹

Club No.: #6307 – Columbus, Ohio
Case No.: 9-CA-45386
LM File No.: (b) (6), (b) (7)(C)

Statement of Position

Dear Mr. Taylor:

This letter and the attached documentation constitute Sam's East Inc.'s (hereinafter, "Sam's") initial Statement of Position in response to the Charge filed by (b) (6), (b) (7)(C). In (b) (6), (b) (7)(C) charge, (b) (6), (b) (7)(C) erroneously claims that Sam's violated Section 8(a)(1) of the National Labor Relations Act when it terminated (b) (6), (b) (7)(C) employment in retaliation for (b) (6), (b) (7)(C) alleged protected activity (i.e. complaining to management about (b) (6), (b) (7)(C) relationship with a (b) (6), (b) (7)(C)).

As discussed in detail below, (b) (6), (b) (7)(C) did not engage in any protected concerted activity. Regardless, Sam's did not retaliate against (b) (6), (b) (7)(C) based on (b) (6), (b) (7)(C) alleged protected activity, or for any other retaliatory or discriminatory reason. Sam's terminated (b) (6), (b) (7)(C) for Gross Misconduct, pursuant to Sam's Coaching for Improvement Policy, because of (b) (6), (b) (7)(C) dishonest actions related to (b) (6), (b) (7)(C) weekly reports.

¹ (b) (6), (b) (7)(C) improperly identifies "Sam's Club, a Division of Sam's Stores, Inc." as the Respondent in this matter. The appropriate Respondent in this matter is Sam's East Inc., which is the operating entity for Club #6307 in Columbus, Ohio. Sam's respectfully requests that the Charge be amended to reflect the appropriate Respondent.

I. Sam's Relevant Policies and Procedures.

In order to enforce Sam's policies, Sam's maintains a Coaching for Improvement Policy, which identifies a formal process designed to encourage and assist an associate to improve their job performance or behavior to meet the Company's expectations. See, Coaching for Improvement Policy, attached as Exhibit 1. Pursuant to this policy, typically associates who engage in misconduct proceed through a progressive discipline process which begins with a Verbal Coaching then progresses through a Written Warning, a Decision Day Coaching, and ends with Termination. There are also some situations where the use of the entire coaching process is not warranted and instead, because of the severity of the misconduct, an associate's employment is automatically terminated or a step in the process is bypassed. For example, pursuant to the Coaching for Improvement policy, "dishonesty" and/or "falsification of company records" constitutes Gross Misconduct and can result in immediate termination.

Sam's also maintains an Open Door Communications Policy in order to address Associate concerns. See, Open Door Communications Policy, attached as Exhibit 2. The purpose of the Open Door Policy is to encourage all associates to bring suggestions, observations, problems, or concerns regarding the Company or themselves to the attention of any supervisor or salaried member of management. Anything related to employment with Sam's is a proper subject to raise through the Open Door process, including allegations of discriminatory conduct by management, and Sam's is committed to conducting a thorough investigation of any such concerns. In addition, the Open Door Policy provides that the Company "will take no adverse action against any associate based solely on the associate's participation or lack of participation in any Open Door activity."

II. (b) (6), (b) (7)(C) Employment and Termination.

On (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) was hired at Sam's Club #6307 in Columbus, Ohio as a (b) (6), (b) (7)(C). On (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) was transferred to a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). Thereafter, on (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) transferred to a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) position. (b) (6), (b) (7)(C) remained in this position until (b) (6), (b) (7)(C) was terminated on (b) (6), (b) (7)(C), 2009 for Gross Misconduct, after management determined that (b) (6), (b) (7)(C) falsified, and was otherwise dishonest in relation to, (b) (6), (b) (7)(C) weekly job duties and "Productivity Tracking Forms" and "Daily Marketer's Recap" forms.

During (b) (6), (b) (7)(C) tenure with Sam's, (b) (6), (b) (7)(C) was repeatedly coached regarding (b) (6), (b) (7)(C) failure to adhere to Sam's Club's policies and procedures. Specifically, on (b) (6), (b) (7)(C) 2008, (b) (6), (b) (7)(C) was given a Verbal Coaching for (b) (6), (b) (7)(C) violation of Sam's Attendance Policy. See, Verbal Coaching, dated (b) (6), (b) (7)(C) 2008. Then on (b) (6), (b) (7)(C), 2009, (b) (6), (b) (7)(C) received a Written Coaching for another violation of the attendance policy. See, Written Coaching, dated (b) (6), (b) (7)(C) 2009, attached as Exhibit 4.

As a New Business Manager, (b) (6), (b) (7)(C) was primarily responsible for building "new business and memberships for the Company." See, Job Description for New Business

Marketing Representative, attached as Exhibit 5. In order to build new business, (b) (6), (b) (7)(C) was required to contact businesses each week, both via telephone and in person, to provide information on Membership benefits. In order to track an associate's business contacts, Sam's required (b) (6), (b) (7)(C), and all other New Business Managers, to document information about the various business contacts that (b) (6), (b) (7)(C) made each week, including the businesses name, address, telephone number, and a brief description of the interaction with the business. This information was maintained in "Productivity Tracking Forms" and "Daily Marketer's Recap" forms. In addition, each week, after the New Business Managers completed the above mentioned forms, (b) (6), (b) (7)(C) would follow-up with two or three of each associate's contacts to see if the business needed any additional information and to evaluate the New Business Manager's performance.

The circumstances which led to (b) (6), (b) (7)(C) termination began in the (b) (6), (b) (7)(C) of 2009. At this time, (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) and explained that the travel expenses for the marketing representatives at Club #6307 were too high. Specifically, (b) (6), (b) (7)(C) indicated to (b) (6), (b) (7)(C) that Club #6307's travel expenses were much higher than other Clubs with a larger marketing territory. Accordingly, (b) (6), (b) (7)(C) spoke to both of the New Business Managers (b) (6), (b) (7)(C) about their travel expenses and effective ways to minimize those expenses.

Then on (b) (6), (b) (7)(C) 2009, during the weekly follow-up calls to the contacts listed on the New Business Managers' "Daily Marketer's Recap" forms, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) became concerned when one of (b) (6), (b) (7)(C) weekly contacts adamantly denied seeing (b) (6), (b) (7)(C) that week. See, Investigation Outline, attached as Exhibit 6 and Productivity Tracking Forms and Daily Marketer's Recap Forms, attached as Exhibit 7. Consequently, the next day, (b) (6), (b) (7)(C) 2009, (b) (6), (b) (7)(C) followed up both via telephone and in person with additional contacts listed on (b) (6), (b) (7)(C) Recap forms. Three of the contacts denied seeing (b) (6), (b) (7)(C) during that week and one of the contacts had the wrong address and phone number listed. *Id.* Based on this information, (b) (6), (b) (7)(C) concluded that (b) (6), (b) (7)(C) had falsified (b) (6), (b) (7)(C) weekly forms. Accordingly, management determined that further investigation into (b) (6), (b) (7)(C) actions was warranted. On (b) (6), (b) (7)(C) 2009, (b) (6), (b) (7)(C) conducted surveillance on (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) allegedly visited area business contacts to obtain new members. During (b) (6), (b) (7)(C) surveillance, (b) (6), (b) (7)(C) observed (b) (6), (b) (7)(C) travel to various Columbus suburban areas between 9:54 a.m. and 12:53 p.m.. However, (b) (6), (b) (7)(C) did not stop at any businesses or otherwise make any calls on potential customers. *Id.* On (b) (6), (b) (7)(C) 2009, (b) (6), (b) (7)(C) interviewed (b) (6), (b) (7)(C) to discuss the findings of the above investigation. (b) (6), (b) (7)(C) did not deny falsifying the documents, nor did (b) (6), (b) (7)(C) deny that (b) (6), (b) (7)(C) inaccurately reported (b) (6), (b) (7)(C) weekly contacts. *Id.*

At the conclusion of the interview, on (b) (6), (b) (7)(C) 2009, (b) (6), (b) (7)(C) was terminated for Gross Misconduct, based on the severity of (b) (6), (b) (7)(C) misconduct including (b) (6), (b) (7)(C).

dishonest reporting on [REDACTED] weekly forms and [REDACTED] actions on November 18, [REDACTED]. [REDACTED] the Open Door Policy and appealed [REDACTED] termination to (b) (6), (b) (7)(C). [REDACTED] (b) (6), (b) (7)(C) reviewed the information related to (b) (6), (b) (7)(C) termination and interviewed [REDACTED] (b) (6), (b) (7)(C). At the conclusion of [REDACTED] review, [REDACTED] (b) (6), (b) (7)(C) determined that [REDACTED] (b) (6), (b) (7)(C) had violated Sam's policies and been dishonest, and that [REDACTED] (b) (6), (b) (7)(C) termination for Gross Misconduct was warranted. [REDACTED] (b) (6), (b) (7)(C) has not further utilized the Open Door process to appeal [REDACTED] (b) (6), (b) (7)(C) termination.

III. (b) (6), (b) (7)(C) Complaints About (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

[REDACTED] (b) (6), (b) (7)(C) reported the existence of a romantic relationship between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) in [REDACTED] (b) (6), (b) (7)(C) 2009. [REDACTED] (b) (6), (b) (7)(C) alleges that nothing was done initially after [REDACTED] (b) (6), (b) (7)(C) complained about the relationship between (b) (6), (b) (7)(C) and [REDACTED] (b) (6), (b) (7)(C). The truth is that Sam's Club management was already aware that (b) (6), (b) (7)(C) and [REDACTED] (b) (6), (b) (7)(C) were romantically involved, as the two are in an open and consensual relationship that is in no way contrary to Sam's Club policy. After [REDACTED] (b) (6), (b) (7)(C) complained about [REDACTED] (b) (6), (b) (7)(C) and [REDACTED] (b) (6), (b) (7)(C) romantic relationship, [REDACTED] (b) (6), (b) (7)(C) explained to [REDACTED] (b) (6), (b) (7)(C) Sam's policy regarding romantic relationships. See, Romantic Relationship Policy, attached as Exhibit 9. Because [REDACTED] (b) (6), (b) (7)(C) did not supervise [REDACTED] (b) (6), (b) (7)(C), [REDACTED] (b) (6), (b) (7)(C) was not in a position to influence the terms or conditions of [REDACTED] (b) (6), (b) (7)(C) employment and had not violated Sam's Club policy by dating [REDACTED] (b) (6), (b) (7)(C).

Thereafter, [REDACTED] (b) (6), (b) (7)(C) raised a complaint based on the fact that [REDACTED] (b) (6), (b) (7)(C) had interviewed [REDACTED] (b) (6), (b) (7)(C) for a [REDACTED] (b) (6), (b) (7)(C) position that was open in [REDACTED] (b) (6), (b) (7)(C) department. This interview occurred because [REDACTED] (b) (6), (b) (7)(C) had previously indicated that this type of position was of interest to [REDACTED] (b) (6), (b) (7)(C) when [REDACTED] (b) (6), (b) (7)(C) filled out [REDACTED] (b) (6), (b) (7)(C) Career Preferences. When the [REDACTED] (b) (6), (b) (7)(C) position became open, [REDACTED] (b) (6), (b) (7)(C) automatically received a list of all eligible associates who had indicated interest in the position. Although [REDACTED] (b) (6), (b) (7)(C) interviewed [REDACTED] (b) (6), (b) (7)(C) and all the other associates on the list [REDACTED] (b) (6), (b) (7)(C) was supposed to interview, [REDACTED] (b) (6), (b) (7)(C) was open and honest with Sam's Club management about [REDACTED] (b) (6), (b) (7)(C) relationship with [REDACTED] (b) (6), (b) (7)(C). [REDACTED] (b) (6), (b) (7)(C) did not recommend [REDACTED] (b) (6), (b) (7)(C) for the position, and everyone agreed that [REDACTED] (b) (6), (b) (7)(C) could not be considered for the position, as long as it reported to [REDACTED] (b) (6), (b) (7)(C). Thus, Sam's Club management was already aware of the situation and the fact that [REDACTED] (b) (6), (b) (7)(C) could not be given the [REDACTED] (b) (6), (b) (7)(C) position when [REDACTED] (b) (6), (b) (7)(C) raised [REDACTED] (b) (6), (b) (7)(C) complaint.

Further, [REDACTED] (b) (6), (b) (7)(C) investigated [REDACTED] (b) (6), (b) (7)(C) claim that [REDACTED] (b) (6), (b) (7)(C) was being threatened because of [REDACTED] (b) (6), (b) (7)(C) complaints about [REDACTED] (b) (6), (b) (7)(C) and [REDACTED] (b) (6), (b) (7)(C) relationship, but [REDACTED] (b) (6), (b) (7)(C) was unable to substantiate [REDACTED] (b) (6), (b) (7)(C) allegation. [REDACTED] (b) (6), (b) (7)(C) denies that [REDACTED] (b) (6), (b) (7)(C) expressed anger towards [REDACTED] (b) (6), (b) (7)(C) for disrupting [REDACTED] (b) (6), (b) (7)(C) Club while [REDACTED] (b) (6), (b) (7)(C) was on vacation. At most, [REDACTED] (b) (6), (b) (7)(C) was frustrated that [REDACTED] (b) (6), (b) (7)(C) was violating Sam's policy by using [REDACTED] (b) (6), (b) (7)(C) personal computer to show other associates pictures from [REDACTED] (b) (6), (b) (7)(C) Facebook page during work time. [REDACTED] (b) (6), (b) (7)(C) later transferred out of Club #6307. [REDACTED] (b) (6), (b) (7)(C) transfer was entirely voluntary.

IV. (b) (6), (b) (7)(C) Claim Is Baseless And Fails As A Matter Of Law.

(b) (6), (b) (7)(C) alleges that Sam's retaliated against (b) (6), (b) (7)(C) for engaging in protected concerted activity under Section (8)(a)(1) of the Act. As an initial matter, (b) (6), (b) (7)(C) did not engage in concerted activity under the Act when (b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were engaged in a romantic relationship, because (b) (6), (b) (7)(C) was not raising (b) (6), (b) (7)(C) concern with or on behalf of any other Sam's Club associates. Moreover, (b) (6), (b) (7)(C) conduct in bringing (b) (6), (b) (7)(C) personal computer into the workplace and showing other associates pictures of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) during work hours is not even arguably protected activity, as it was disruptive to Sam's operations and violated Company policy. Even assuming for purposes of argument that (b) (6), (b) (7)(C) engaged in protected concerted activity, the evidence is clear that Sam's terminated (b) (6), (b) (7)(C) employment purely as a result of (b) (6), (b) (7)(C) own Gross Misconduct.

A. (b) (6), (b) (7)(C) Did Not Engage in Concerted Activities For Mutual Aid Or Protection.

In order to find that an employee has engaged in concerted activity, the Board requires that the activity "be engaged in with or on the authority of other employees, and not solely by and on behalf of the employee himself." Dickens, Inc., 352 NLRB No. 84 (2008) (quoting Meyers Industries, 268 NLRB 493, 497 (1984)). See also, Meyers Industries, 281 NLRB 882, 887 (1986) ("We reiterate, our definition of concerted activity in Meyers I encompasses those circumstances where individual employees seek to initiate or to induce or to prepare for group action, as well as individual employees bringing truly group complaints to the attention of management."). This rule prevents personal gripes relating to job conditions and the purely individual invocation of statutory workplace rights from falling within Section 7's definition of "concerted activity." Ewing v. NLRB, 861 F.2d 353, 361 (2nd Cir. 1988). Moreover, in order to be concerted, activity must have some relation to group action in the interests of employees. See, Williams v. Watkins Moror Lines, Inc., 310 F.3d 1070 (8th Cir. 2002) (team of two married employees who refused to drive a truck that violated Missouri weight restrictions did not engage in protected concerted activity where they operated as a "single individual for the purposes of employment.")

The Board continues to apply this standard and has repeatedly found that activities undertaken by individual employees on their own behalf generally are not concerted activities for mutual aid or protection. For example, in Goodyear Tire & Rubber Co., 269 NLRB 881 (1984), an employee's refusal to perform an assignment based on his belief that the equipment was unsafe was held not to be protected concerted activity where none of the other employees complained. See also, Adelphi Inst., 287 NLRB 1073 (1988) (employee placed on probation who asked co-worker if co-worker had ever been placed on probation was not engaged in concerted activity, because the employee did not seek to initiate, induce, or prepare for group action); Tampa Tribune, 346 NLRB No. 38 (2006) (allegation by employee of favoritism was not concerted activity because he was not alleging generalized favoritism in the workplace, but simply alleging favoritism in his specific case.) Consistent with this standard, an employee's invocation of a statutory employment right

does not constitute concerted activity. Ewing v. NLRB, 861 F.2d 353 (2nd Cir. 1988). Additionally, in Manimark Corporation v. NLRB, 7 F.3d 547 (6th Cir. 1993), the Board held that an employee's complaint regarding a change in policy affecting his compensation was a purely personal complaint and not concerted activity. *Id.* at 550. *See also, Holling Press Inc.*, 343 NLRB No. 45 (2004) (employee was not engaged in protected concerted activity when she solicited co-worker to be witness in support of her sexual harassment claim because seeking help from other people for personal claim was not for mutual aid or protection and employee's goal in seeking such assistance was purely individual.)

In (b) (6), (b) (7)(C) charge, (b) (6), (b) (7)(C) alleges that (b) (6), (b) (7)(C) was terminated for complaining about "wages, hours, or other working conditions." Your correspondence from February 2, 2010 indicates that the alleged protected activity was (b) (6), (b) (7)(C) complaints to Sam's management that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were in a romantic relationship and that it was inappropriate for (b) (6), (b) (7)(C) to interview (b) (6), (b) (7)(C) for a position. While your letter states that (b) (6), (b) (7)(C) contends that (b) (6), (b) (7)(C) complaints were made "on behalf of (b) (6), (b) (7)(C) and other associates", all evidence is to the contrary. Sam's concedes that (b) (6), (b) (7)(C) raised concerns with members of management on several occasions regarding (b) (6), (b) (7)(C) relationship with (b) (6), (b) (7)(C) however, (b) (6), (b) (7)(C) never once indicated that (b) (6), (b) (7)(C) was complaining on behalf of other associates. (b) (6), (b) (7)(C) at all times raised these complaints by (b) (6), (b) (7)(C) and without any indication that (b) (6), (b) (7)(C) was acting on behalf of, or with the authority of any other associates, and Sam's has never been notified by any associate that (b) (6), (b) (7)(C) was complaining on his or her behalf.

Additionally, (b) (6), (b) (7)(C) denies that (b) (6), (b) (7)(C) has ever acknowledged that (b) (6), (b) (7)(C) complaints about (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) relationship were concerted, as (b) (6), (b) (7)(C) has alleged. Instead, all of (b) (6), (b) (7)(C) complaints were raised as a personal concern that it was inappropriate for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to be engaged in a romantic relationship and inappropriate for (b) (6), (b) (7)(C) to interview (b) (6), (b) (7)(C). Notably, (b) (6), (b) (7)(C) never even claimed that the relationship was creating a hostile work environment or was otherwise affecting (b) (6), (b) (7)(C) employment. Such a personal gripe regarding an inaccurate belief that (b) (6), (b) (7)(C) supervisor was doing something inappropriate is clearly not concerted activity. *See, Tampa Tribune*, 346 NLRB No. 38 (2006) (allegation by employee that employer was showing favoritism was a matter of self-concern because his protest referred only to his specific case.) It is insufficient and disingenuous for (b) (6), (b) (7)(C) to now claim that (b) (6), (b) (7)(C) was acting on behalf of other associates for their mutual aid or protection.

B. (b) (6), (b) (7)(C) Misconduct In Showing Other Associates Pictures From (b) (6), (b) (7)(C) Facebook Page During Work Time Is Not Protected Activity.

While Section 7 grants employees the right to engage in concerted activity for the purposes of collective bargaining or other mutual aid or protection, not all concerted activity is protected. Protection requires that the activity not be improper – namely, that the activities not disrupt the employer's operations. *See, Washington Adventist Hospital*, 291

NLRB 95, 95 fn.1 and 102 (1988); Postal Service, 282 NLRB 686, 695 (1987). Activity is not protected if carried out in a manner that is abusive or unjustifiably disruptive of an employer's operations. Nynex Corp., 338 NLRB 659, 171 LRRM 1329 (2002) (*citing Carolina Freight Carriers*, 295 NLRB 1080 (1989) (employer lawfully discharged employee who, insisting on contractual entitlement to 6 hours' pay, persistently challenged supervisor's direct order to clock out.); Washington Adventist Hospital, 291 NLRB 95, 95 fn.1 and 102-103 (1988) (finding that employee lost the protection of the Act where he took over hospital-wide computer system to communicate otherwise protected message to coworkers.)

Here, even if (b) (6), (b) (7)(C) actions were concerted, (b) (6), (b) (7)(C) manner of voicing concerns, *i.e.*, showing screenshots of (b) (6), (b) (7)(C) Facebook page to other associates while at work, resulted in lost productivity and was clearly disruptive of Sam's business. Thus, to the extent that (b) (6), (b) (7)(C) is claiming that (b) (6), (b) (7)(C) conduct in bringing (b) (6), (b) (7)(C) personal computer to work to show fellow associates pictures of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) during working time was somehow protected concerted activity, that claim fails as a matter of law.

Additionally, (b) (6), (b) (7)(C) allegation that (b) (6), (b) (7)(C) received "threats" from (b) (6), (b) (7)(C) is plainly false. After learning that (b) (6), (b) (7)(C) had inappropriately brought (b) (6), (b) (7)(C) personal computer into the workplace and had viewed screen shots of (b) (6), (b) (7)(C) Facebook page with other associates, (b) (6), (b) (7)(C) reviewed the Social Media Policy with (b) (6), (b) (7)(C) all (b) (6), (b) (7)(C) subordinates, including (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) properly explained to (b) (6), (b) (7)(C) and the other associates that engaging in non-work related activities on a personal computer during work time was against policy and could result in a coaching. Of course, such activity is akin to theft of Company time. Notably, (b) (6), (b) (7)(C) was not coached for (b) (6), (b) (7)(C) misconduct. The fact that Sam's warned (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) conduct, which was clearly not protected activity, was against policy and could result in discipline in the future is not evidence that Sam's retaliated against (b) (6), (b) (7)(C).

C. Sam's Club Had A Legitimate, Non-Retaliatory Reason For Terminating (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) allegation that (b) (6), (b) (7)(C) was terminated because of (b) (6), (b) (7)(C) complaints about (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is untrue and unsupported by the evidence. As outlined above, Sam's made the decision to terminate (b) (6), (b) (7)(C) after a complete and thorough investigation revealed that (b) (6), (b) (7)(C) had falsified (b) (6), (b) (7)(C) weekly reports and been dishonest about the number and type of business contacts that (b) (6), (b) (7)(C) made on various dates. During (b) (6), (b) (7)(C) pre-termination interview, (b) (6), (b) (7)(C) did not deny that (b) (6), (b) (7)(C) reports were inaccurate or that (b) (6), (b) (7)(C) had misrepresented the number and type of contacts that (b) (6), (b) (7)(C) had made.

In your correspondence, you indicate that (b) (6), (b) (7)(C) claims that (b) (6), (b) (7)(C) should not have been terminated because (b) (6), (b) (7)(C) never received a Decision Day Coaching. It is true that (b) (6), (b) (7)(C) was on Written Coaching step in the Coaching for Improvement process at the time of (b) (6), (b) (7)(C) termination, and that (b) (6), (b) (7)(C) had not received a Decision Day Coaching. However, this

fact is entirely irrelevant, as Sam's terminated (b) (6), (b) (7)(C) for Gross Misconduct. Per the Coaching for Improvement Policy, associates are immediately subject to termination for engaging in Gross Misconduct, such as the dishonest behavior exhibited by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) would have been terminated for (b) (6), (b) (7)(C) Gross Misconduct, even if (b) (6), (b) (7)(C) had not previously received any Coachings.

(b) (6), (b) (7)(C) claim that (b) (6), (b) (7)(C) was one of the top performing (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) Market is likewise completely irrelevant.² Sam's did not terminate (b) (6), (b) (7)(C) for poor job performance. Rather, (b) (6), (b) (7)(C) was terminated because (b) (6), (b) (7)(C) engaged in Gross Misconduct, which required that (b) (6), (b) (7)(C) be terminated. It would have made no difference if (b) (6), (b) (7)(C) had been the top performer in the Company, as Sam's does not condone dishonesty from its associates, regardless of their financial contribution.

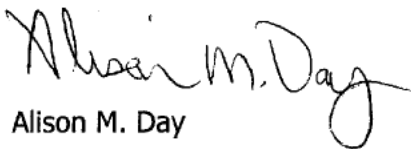
Accordingly, the foregoing establishes that Sam's terminated (b) (6), (b) (7)(C) for legitimate reasons and not because of (b) (6), (b) (7)(C) alleged protected activity under the Act.

V. Conclusion

(b) (6), (b) (7)(C) did not engage in concerted activity when (b) (6), (b) (7)(C) complained about the romantic relationship between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) complaints were not made on behalf of other employees for mutual aid and protection. Further, (b) (6), (b) (7)(C) activity in showing Facebook pictures to other associates during work time was not protected, and Sam's was entirely justified in warning (b) (6), (b) (7)(C) that further violations of the Social Media Policy could result in discipline. Moreover, (b) (6), (b) (7)(C) charge should be dismissed on the grounds that (b) (6), (b) (7)(C) has no evidence that (b) (6), (b) (7)(C) termination was the result of anything other than (b) (6), (b) (7)(C) Gross Misconduct.

Should you require any additional information or wish to speak to any witnesses, please do not hesitate to contact me.

Very truly yours,


Alison M. Day

Exhibits

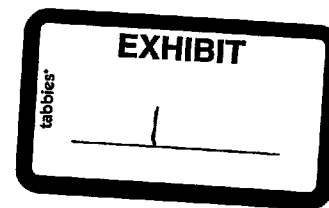
cc: Robert DeMoss, Esq.

² Sam's denies that (b) (6), (b) (7)(C) was one of the top financial performers in the Market. However, as discussed above, it makes no difference, as Sam's terminated (b) (6), (b) (7)(C) employment for Gross Misconduct.

- Exhibit 1: Coaching for Improvement Policy – PD-30
- Exhibit 2: Open Door Communications Policy – PD-27
- Exhibit 3: Verbal Coaching
- Exhibit 4: Written Coaching
- Exhibit 5: Job Description: (b) (6), (b) (7)(C)
- Exhibit 6: Investigation Summary, Statement from (b) (6), (b) (7)(C)
- Exhibit 7: Productivity Tracking Forms and Daily Marketer's Recap forms
- Exhibit 8: Exit Interview
- Exhibit 9: Romantic Relationships Policy – PD 22

Wal-Mart®
Corporate Policy
Excludes Division 7 and Home Office

Coaching for Success



Number: PD-30

Revised:
04/18/05

Coaching for Success can be defined as an informal, ongoing process of helping Associates achieve results by building on Associates' strengths, developing their skills, providing encouragement and increasing their confidence. In other words, it means increasing the likelihood of the Associate's personal success and enhancing their ability to contribute significantly to the team's success.

Coaching for Success is an essential part of leadership - spending time with Associates where the work is done, being available to instruct, listen and advise. It provides Associates with a constant flow of feedback. In this manner, help is provided when it is needed most as well as communicating enthusiasm, pride, and support. Coaching for Success often resolves or solves a situation before it gets to the point of Coaching for Improvement.

Coaching for Improvement

Coaching for Improvement occurs when an Associate's behavior (job performance or misconduct) fails to meet the Company's expectations, even after Coaching for Success. It is a more formal process designed to encourage and assist an Associate to improve their job performance or behavior to meet the Company's expectations. It allows the Associate to be involved in their own improvement plans and assume responsibility for their behavior. Our aim is to retain Associates who have the interest, ability, and desire to be successful.

Applies To

- All Associates regular, full time, peak time, Hourly and Salaried.
- Special considerations apply to Associates Employed Less Than 90 Days and Home Office Temporary Associates. See Associates Employed Less Than 90 Days and Home Office Temporary Associates section.

The Coaching for Improvement Process

Coaching for Improvement is designed to be progressive. Apply Coaching for Improvement in a fair, timely, and consistent manner. Always start at the appropriate Coaching Level depending on the classification of behavior to be addressed. More serious levels of coaching are used at appropriate intervals until either the Associate's conduct or performance reaches the desired improvement or all coaching levels have been exhausted. However, there will be some situations where use of the Coaching process is not warranted and instead, the Associate's employment is automatically terminated. (See Gross Misconduct section below.)

Coachings should be conducted in a manner which allows the Associate to explain

their behavior and to learn from the discussion.

Investigations are a routine part of the coaching process. It ensures a complete review of the facts and allows time for proper consideration of appropriate disciplinary action. During the investigation, the Associate may be suspended without pay if it is in the best interest of all parties involved.

Salaried Members of Management suspended without pay must receive their salary through the end of their current pay week.

Refer to the Investigation and Suspension Policy (PD-57) for additional information.

Guidelines for Administering the Coaching for Improvement Process

1. Gather the facts including witness statements, if appropriate.
2. Discuss the situation with the Associate to get their side and any additional facts. Gather Associate(s) statement, if applicable.
3. Properly classify whether the action is related to job performance or a specific behavior (misconduct or gross misconduct), including a specific reference to any policy or procedure including Health Privacy and Security Standards.
4. Determine the appropriate level of coaching. Depending upon the behavior, steps may be skipped.
5. Complete the Coaching for Improvement in the System.
6. Follow the procedures for effective coaching (set climate, etc.).
7. Conduct the Coaching for Improvement session, along with an hourly supervisor or another salaried member of management present, if the facts and the initial discussion with the Associate conclude a coaching is appropriate.
8. The Associate must complete the Plan of Action Section for both the Written and Decision-Making Day level of Coaching for Improvement.

Coaching for Improvement Levels

Level One - Verbal Coaching

Verbal Coaching is used to notify an Associate that their conduct or performance does not meet Wal-Mart's stated expectations, and what they need to do to correct the situation. It is always done verbally and in a constructive, non-intimidating way.

- Advise the Associate that this is the first level of our Coaching for Improvement process.
- The Supervisor should document the time, place and content of this conversation in the Coaching for Improvement System in the Behavior Observed Section.
- The Associate is not required to acknowledge the coaching.
- The Hourly Supervisor and salaried member of management should enter the Coaching into the system and then acknowledge the Verbal Coaching once it has been conducted.

Level Two - Written Coaching

The Written Coaching is a more serious discussion than a Verbal Coaching. It is the first level of Coaching for Improvement, which requires the Associate's acknowledgement.

- The Coaching for Improvement, with an acceptable detailed action plan, should be completed and acknowledged by the Associate.

Level Three - Decision-Making Day

This is the final opportunity for an Associate to evaluate their behavior in view of Wal-Mart's expectations prior to Termination.

- Level Three must also be formally documented and should be acknowledged by the Associate.
- Clearly explain the deficiencies noted at earlier Coaching for Improvement Levels, if any, and the specific improvement required.
- The Associate should complete an acceptable detailed action plan.

Decision-Making Day

- After conducting the Level Three session, the Associate is given one (1) day off with pay to decide whether they will make the required improvement. The Decision-Making Day is the Associate's next scheduled workday. The Associate should be paid for the number of hours they were actually scheduled to work. For payroll, designate these hours as "Other Pay - Decision-Making Day".
- Meet with the Associate at the start of the next scheduled work day after the Decision-Making Day to review the Associate's detailed action plan developed during the Decision-Making Day and to discuss their decision as to making the required improvement. The Associate should at this time input their detailed Action Plan into the Coaching for Improvement System.
- An Associate may be given only one (1) Decision-Making Day within a 12 month period. If the Associate has already been given a Decision-Making Day within the preceding 12 month period and their performance or behavior continues to not meet Company expectations, the Associate is subject to immediate termination.

Demotion may be included as part of the coaching process at Level Three - Decision-Making Day for both job performance and misconduct issues. Demotions should always be accompanied by appropriate documentation.

Level Four - Termination

Associates who are deemed to have engaged in Gross Misconduct are subject to immediate termination. This is not part of the Coaching for Improvement process. If the salaried member of management is uncertain if a particular behavior is Gross Misconduct, the District Manager/Director of Operations, Regional Personnel Manager, or the personnel representative for the area should be contacted to discuss the situation before any disciplinary action is taken. For matters pertaining to Health Privacy Standards, you may also call Wal-Mart's HIPAA Privacy Officer at 1-800-421-1362 or 479-621-2929. For matters pertaining to Health Security Standards, e-mail HIPAA EPHI Report at hipaaeph@wal-mart.com.

Any level of Coaching for Improvement for a violation of the Health Privacy Standards will be forwarded electronically to the HIPAA Privacy Officer.

Behavior Classification

Three behaviors are addressed below by this policy:

- Job Performance.
- Misconduct.
- Gross Misconduct.

Any combination of these behaviors may result in additional disciplinary action up to and including termination.

Job performance includes behavior that does not meet the reasonable expectations/standards set for all Associates in the same or similar position.

Misconduct includes behavior other than job performance, which falls below stated expectations, violates Company policy, does or may interfere with safe, orderly, or efficient operations or which creates a hostile or offensive environment for Associates, Customers/Members, and/or Suppliers, including compliance with Health Privacy and Security Standards.

Examples of misconduct include, but are not limited to:

- Attendance or punctuality that does not meet clearly communicated Company/facility guidelines.
- Unauthorized use of Company time (i.e. loafing) or personal business on Company time.
- Reckless use of equipment.
- Horseplay.
- Harassment/Inappropriate Conduct.
- Profanity
- Understocking merchandise.
- Insubordination.
- Grazing (i.e., eating food items from an open bag, eating items from claims, etc.)
- Inappropriate disclosure of another person's (Associate or Customer/Member) or Company confidential information.
- Unauthorized sale of restricted items (i.e., alcohol, tobacco, pseudo ephedrine, spray paint, R-rated movies, M-rated games, or any other item restricted by Wal-Mart guidelines or law).
- Improper release of prescription medications from the Pharmacy.
- Unauthorized use or disclosure of health information in violation of the Health Privacy and Security Standards Policy. (i.e., An Associate answering the phone in Pharmacy or Optical and releasing information without first verifying the identity of the caller).

Gross Misconduct will not be tolerated. Coaching for Improvement will not be used to address gross misconduct. The employment of an Associate who is deemed to have

engaged in gross misconduct is subject to immediate termination. Associates terminated for gross misconduct are not eligible for re-hire. The following list is not all-inclusive but serves as examples of conduct, which are usually classified as gross misconduct and may result in immediate termination:

- Intentional misuse of Company time (claiming pay for time not worked).
- Theft.
- Dishonesty/Compromised integrity.
- Fraud.
- Abuse of Associate discount.
- Falsification of Company records.
- Possession/use of a firearm or other dangerous weapon on Company property.
- Possession/use/consumption of drugs or alcohol on Company property; and/or reporting to work impaired by either substance.
- Serious Harassment/Inappropriate Conduct.
- Fighting/Assault.
- Rude/Abusive conduct toward a Customer/Member or another Associate.
- Under-ringing merchandise or ringing an Associate's own purchase.
- Grazing (i.e., opening packages, purposefully damaging items, removing items from the shelf to eat, or any other act which causes a financial loss to the Company).
- Unauthorized surveillance of any Associate or salaried member of management.
- Negligent sale of restricted items (i.e., alcohol, tobacco, pseudo ephedrine, spray paint, R-rated games or movies, or any other item restricted by Wal-Mart guidelines or law).
- Unauthorized sale of any type of firearm.
- Negligent release of prescription medications from the Pharmacy.
- Violation of certain federal, state, or local criminal statutes.
- Any willful use or disclosure of health information in violation of the Health Privacy and Security Standards (i.e., Associate discloses health information without a business reason to disclose or to harm the reputation of the other person).
- Supervisor or salaried member of management who directed, knew or upon reasonable inquiry should have known that an hourly Associate worked without being properly compensated.

If assistance is needed determining if a particular infraction should be classified as Gross Misconduct, call the District Manager/Director of Operations, Regional Personnel Manager or the personnel representative for the area to discuss prior to termination. For matters pertaining to Health Privacy Standards, you may also call Wal-Mart's HIPAA Privacy Officer at 1-800-421-1362 or 479-621-2929. For matters pertaining to Health Security Standards, e-mail HIPAA EPHI Reports at hipaaeph@wal-mart.com.

Associates Employed Less Than 90 Days and Home Office Temporary Associates

Associates employed less than 90 Days and Home Office Temporary Associates should be given verbal feedback regarding their performance and behavior. The formal coaching process is preferred, but not required.

Issues of performance should be addressed before an Associate is terminated, allowing them an opportunity to meet Company expectations. However, any performance issue may be grounds for termination.

Refusal to Provide Plan of Action/Acknowledge Expected Behavior

Associates are required to provide an acceptable written plan of action with both the Written and Decision-Making Day levels of Coaching for Improvement. If the Associate fails to provide the acceptable written plan of action and acknowledge the expected behavior, the salaried member of management who administered the coaching and the next level of management should:

- Restate the problem, why it is a problem, and the expectations.
- Ask the Associate to confirm and restate their understanding.
- Listen to the Associate's response and explanation.
- Explain that if the Associate refuses to write an acceptable plan of action and acknowledge the expected behavior, they will be advanced to the next level of coaching, up to and including termination.

Refusal to Acknowledge a Coaching for Improvement

If the Associate refuses to acknowledge a Coaching for Improvement, you should:

- Restate the problem, why it is a problem and the expectations.
- Ask the Associate to confirm and restate their understanding.
- Listen to the Associate's response and explanation.
- Explain that acknowledging the coaching is to acknowledge the Coaching for Improvement session was held. The Associate may also include any comments on the coaching, including that they do not agree.
- Always have another salaried member of Management present for the discussion and to acknowledge the completed coaching.

If the Associate refuses to acknowledge the Coaching for Improvement, the next level of supervision should discuss the situation with the Associate who is being coached and also must acknowledge the completed coaching.

Retention/Active Period

Coaching for Improvement documentation will be maintained electronically for 12 months under an "active" status. Twelve months after the last Coaching for Improvement session the Coaching for Improvement documentation becomes "inactive". Notify the Associate that due to their improved behavior/performance, the Coaching for Improvement documentation is now "inactive".

"Inactive" coachings will be electronically placed in a separate "Inactive" database which is maintained for five (5) years after the Associate leaves the Company.

All coachings pertaining to Health Privacy Standards must be retained for at least six (6) years by the Company and Wal-Mart's HIPAA Privacy Officer.

Leave of Absence

The active period of a coaching is suspended during a leave of absence. When the Associate returns to work, the “clock” will start to run again.

An Associate was issued a Written Coaching January 4. She took a leave of absence from May 4 until July 4. The active period of the coaching is then extended for the same length of time as her leave. Thus, instead of the coaching expiring January 4 (12 months from the date of issuance), it will expire March 4.

Resources

Forms:	Coaching System: Coaching for Improvement System
Guides:	Coaching for Improvement Guide
Related Policies:	Investigation and Suspension Policy (PD-57) HIPAA Privacy Policy (PD-59)
Personal Contacts:	District Managers/Director of Operations Regional Personnel Managers Corporate Associate Relations HIPAA Privacy Officer Legal Department Information Security Official

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Date Printed: Tuesday, February 5

Policies**Open Door Communications Policy (PD-27) - National**

Updated: February 1, 2008

This Policy applies to all Associates who work for Wal-Mart Stores, Inc., or one of its subsidiary companies, in the United States ("Wal-Mart")

Policy

Wal-Mart encourages and expects all Associates to actively participate in making the Company a better place to work and shop. The Open Door Process, which is an integral part of the Wal-Mart culture, reflects a tradition of open access to management. Wal-Mart welcomes early identification of opportunities and challenges, and mutual resolution of complaints. The Open Door Process offers each Associate an opportunity to bring suggestions, observations, problems, or concerns regarding yourself or the Company to the attention of any Supervisor or Manager without fear of retaliation.

While the Door is open to anyone who chooses to write, e-mail, telephone, or meet face-to-face with any Supervisor or Manager in the Company, at any level, who will treat your communication with dignity and respect, we encourage Associates to speak with their immediate supervisor to assist in resolving their concerns. Wal-Mart encourages and expects every Associate to have open discussions on all matters related to the Company through the Open Door Process.

Wal-Mart strongly encourages you to use the Open Door during your normal work hours. While the Company cannot promise that your views or opinions will always prevail, the Open Door Process ensures that you will always be heard. Wal-Mart will consider your views and opinions along with the views and opinions of other Associates in making decisions that will improve the workplace and the Company.

Open Door Communications

Anything related to Wal-Mart is a fair subject to raise in an Open Door communication. The Open Door is available for you to communicate your ideas and suggestions, as well as your concerns. Wal-Mart encourages you to discuss ways to improve customerservice and accomplish other operating efficiencies.

Initiating an Open Door Communication

You may obtain the quickest resolution of an issue or concern if you first initiate an Open Door communication with your immediate Supervisor. Thus, Wal-Mart encourages you to do so.

However, if your concern is about your Supervisor or if you believe your Supervisor has not satisfactorily resolved a concern you raised during an Open Door communication, you may proceed as follows:

- Contact any other Supervisor or Manager, including Senior Management. There is no formal "chain of command" that you must follow.
- Contact your Market Human Resources Manager/Regional Human Resources Manager, People Manager/Director, or any other Manager that you believe can address your issue.
- If you have a concern or problem related to the Statement of Ethics, you can also call the Ethics Helpline at 1-800-WMETHIC (1-800-963-8442) or e-mail Ethics@Wal-Mart.com or Compliance@Wal-Mart.com.

Pay for Open Door Activities

Wal-Mart strongly encourages you to exercise the Open Door during your normal work hours. As long as you are a current Associate, you will receive compensation for any time you spend on Open Door activities that occur during your work shift.

You will not be compensated for Open Door activities conducted outside of your working hours, such as participating in face to face communication, telephone calls, writing letters or e-mails, preparing other written documents, or traveling regarding

an Open Door, unless your Supervisor, Manager or Member of Management expressly directs or authorizes you to do so.

If you want to have an Open Door discussion with a Supervisor or Manager from another work location (for example, the Market Office, Regional Office, or Home Office), Wal-Mart encourages you to use the telephone or send an e-mail. Although you will be paid for any time spent traveling for Open Door activities during your work shift, you must obtain permission from a Salaried Member of Management before traveling to another work location during your work hours for Open Door activities.

Investigation and Appropriate Action

Wal-Mart takes all Open Door communications seriously. A Manager will investigate any complaints or concerns you raise in an Open Door communication promptly and thoroughly, and will follow up with you upon completion of the investigation to discuss resolution of your concern. The Manager may also need to interview other Associates during the course of an investigation relating to an Open Door.

Retaliation for initiating an Open Door or cooperating in an investigation relating to any Open Door is strictly prohibited. Any Associate who retaliates against another Associate for cooperating in an investigation will be subject to discipline, up to and including termination.

Confidentiality

Concerns, comments, complaints, etc., raised through the Open Door will be treated with confidentiality and respect. Managers or supervisors involved in investigating the matter **may not** disclose any specific information to anyone not directly involved in resolving the issue. Managers or supervisors will make aware or consult only with those who have a need to know about the situation, including Associate-witnesses who may have knowledge of the circumstances surrounding the complaint and who may be interviewed as a part of the investigation. Managers, supervisors, and Associate-witnesses should not disclose any specific information to anyone not directly involved in resolving the Open Door.

Contacts

Facility	Contact Person
Wal-Mart Stores:	Store Manager Market Manager Market Human Resources Manager Regional Human Resources Director Ethics Office: 1-800-WMETHIC or Ethics@Wal-Mart.com
SAM'S CLUBS:	Club Manager Market Manager Market Human Resources Manager Regional Human Resources Director Ethics Office: 1-800-WMETHIC or Ethics@Wal-Mart.com
Field Logistics:	Human Resources Manager Regional Human Resources Manager Ethics Office: 1-800-WMETHIC or Ethics@Wal-Mart.com
Home Office:	People Manager People Director Ethics Office: 1-800-WMETHIC or Ethics@Wal-Mart.com

This Policy does not create an express or implied contract of employment or any other contractual commitment. Wal-Mart may modify this Policy at its sole discretion without notice, at any time, consistent with applicable law. Employment with Wal-Mart is on an at-will basis, which means that either Wal-Mart or the Associate is free to terminate the employment relationship at any time for any or no reason, consistent with applicable law.

Last Updated: February 1, 2008

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Coaching For Improvement

Coach # (b) (6), (b) (7)(C) ~ Status is Expired ~ Mode is View

National ID# (SSN #)	First Name	M.I.	Last Name	Userid	Country	Division	Facility/Dept.
	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	US	18	6307

Type of Coaching:

The Level, Type, and Reason(s) displayed below were the original Level, Type, and Reason(s) selected for the coaching.

Level	Type	Reason(s)
Verbal	Misconduct	Attendance/Punctuality

Observations of Associates Behavior and/or Performance:

(b) (6), (b) (7) has 14 unexcused absences. No call No Show- (b) (6), (b) (7)(C) Tardies: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Impact of Associate's Behavior:

When (b) (6), (b) (7) is constantly late, it delays morning marketing meetings, appointments, and general productivity. It also hinders the performance of the other associates in the department when they see (b) (6), (b) (7) late all the time.

Behavior Expected of Associate:

(b) (6), (b) (7) is expected to be at work on time for all of (b) (6), (b) (7)(C) scheduled shifts.

Next Level of Action:

The next level of action if behavior continues is: **Written up to and including Termination.**

Date, Time, and Place of Coaching:

Date Given	2008 (b) (6), (b) (7)	Time	3:00 PM	Place	(b) (6), (b) (7)(C)
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Expiration Date:

The expiration date of the coaching may be extended beyond 1 year if the Associate spent time on LOA.

Expiration Date	2009- (b) (6), (b) (7)
-----------------	------------------------

Coaching Acknowledgements Finalized By:

	National Id# (SSN#)	First Name	Last Name	
Associate		(b) (6), (b) (7)	(b) (6), (b) (7)(C)	
Associate Userid	(b) (6), (b) (7)(C)			
Manager / Supervisor		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	<input checked="" type="checkbox"/> I Acknowledge
Member of Mgmt.		(b) (6), (b) (7)	(b) (6), (b) (7)(C)	<input checked="" type="checkbox"/> I Acknowledge

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Coaching For Improvement

Coach # (b) (6), (b) (7)(C) ~ Status is Active ~ Mode is View

National ID# (SSN #)	First Name	M.I.	Last Name	Userid	Country	Division	Facility/Dept.
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	US	18	6307

Type of Coaching:

The Level, Type, and Reason(s) displayed below were the original Level, Type, and Reason(s) selected for the coaching.

Level	Type	Reason(s)
Written	Misconduct	Attendance/Punctuality

Observations of Associates Behavior and/or Performance:

(b) (6), (b) (7)(C) has accrued another 14 unexcused absences. (b) (6), (b) (7)(C) called off (b) (6), (b) (7)(C) was late

(b) (6), (b) (7)(C)

Impact of Associate's Behavior:

When (b) (6), (b) (7)(C) is not here on time (b) (6), (b) (7)(C) delays meetings, delays appointments and hinders (b) (6), (b) (7)(C) down productivity.

Behavior Expected of Associate:

(b) (6), (b) (7)(C) is expected to be here and on time for all scheduled shifts.

Next Level of Action:

The next level of action if behavior continues is: Decision Day up to and including Termination.

Action Points / Associate's Comments:

I plan to start coming in to work on time.

Date, Time, and Place of Coaching:

Date Given 2009- (b) (6), (b) (7)(C) Time 4:01 PM Place (b) (6), (b) (7)(C)

Expiration Date:

The expiration date of the coaching may be extended beyond 1 year if the Associate spent time on LOA.

Expiration Date 2010- (b) (6), (b) (7)(C)

Coaching Acknowledgements Originated By:

	National Id# (SSN#)	First Name	Last Name
Associate	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Associate Userid	(b) (6), (b) (7)(C)		
Manager / Supervisor			
Member of Mgmt.			

Coaching Acknowledgements Finalized By:

Completed by Associate >>

☒ I have completed the Action Points and will exhibit the expected behavior in the future.

National Id# (SSN#)	First Name	Last Name

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Associate		(b) (6), (b) (7)	(b) (6), (b) (7)(C)	<input checked="" type="checkbox"/> I Acknowledge
Associate Userid	(b) (6), (b) (7)(C)	Password Validated		
Manager / Supervisor		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	<input checked="" type="checkbox"/> I Acknowledge
Member of Mgmt.		(b) (6), (b) (7)	(b) (6), (b) (7)(C)	<input checked="" type="checkbox"/> I Acknowledge

New Business Marketing Representative



This position is responsible for assisting in the operation of a Department. An individual in this position will be expected to perform additional job-related responsibilities and duties throughout the Facility as assigned and/or as necessary.

Essential Functions

An individual must be able to successfully perform the essential functions of this position with or without a reasonable accommodation.

Builds new business and memberships for the Company by providing information to Members on membership types and benefits, credit sign-ups, and upcoming meetings or appointments, giving tours to prospective and current Members, completing and maintaining marketing recaps and other required documentation, and identifying and acting on membership growth opportunities.

Develops and supports Membership by providing information on Membership benefits, promoting the value of Company products and services, processing Memberships, upgrades, and credit accounts, participating in sales and marketing events, and making efforts to meet Membership goals.

Provides Member service by acknowledging the Member, identifying their needs, assisting with purchasing decisions, locating merchandise, resolving issues and concerns, and promoting the Company's products and services.

Competencies

An individual must be proficient in each of the competencies listed below to successfully perform the responsibilities of this position.

Membership — Provides accurate information to Members for membership enrollment, benefits, and services. Processes membership and credit accounts and completes Member orders in a timely manner. Reports complaints and problems with membership services and work areas. Uses membership equipment and stocks membership supplies in safe and correct ways. Seeks out and obtains new leads and membership sales from business prospects and existing Members.

Membership Sales — Follows up on Member concerns, issues, and requests on memberships, credit-sign ups, and upcoming meetings or appointments. Comes up with and recommends new ways to build business and increase memberships for the Company. Gives tours to business prospects and Members to build interest in memberships and Company products and services. Completes and maintains accurate marketing recaps containing Member concerns, prospecting information, and compliance requirements.

Judgment: Make Effective Choices — Uses policies, procedures, and/or guides to make good choices. Uses data and facts in order to make day-to-day decisions and involves others as needed. Recognizes what might be a problem and informs those who can correct it.

Member Centered: Serve the Member — Shows care and concern when serving our Associates and Members. Asks questions in order to understand Associate and Member needs. Uses policies and information in order to exceed Associate and Member expectations. Finds and uses the right resources (people, products, tools) at the right time in order to resolve Associate and Member requests.

Execution and Results: Get Results — Ensures work is done correctly. Works on top priorities first. Makes a consistent effort to get results. Meets deadlines. Takes action in order to solve problems so work can be completed in a timely manner.

Planning and Improvement: Plan for and Improve Work — Accepts responsibility and meets expectations for own work. Identifies steps needed in order to carry out work as required.

Influence and Communicate: Share Information — Listens to others and asks questions to learn about what is needed. Communicates the right information to Associates and leaders when they need it. Communicates in a respectful and professional manner.

Ethics and Compliance: Perform to Ethical Standards — Follows Company policies and procedures. Shows integrity and ethical behavior in all work situations. Reports ethical and compliance issues promptly.

Adaptability: Adapt — Adapts to changing work demands. Stays focused on own work when faced with change or difficulties. Stays open to and learns from feedback.

Physical Activities

The following physical activities are necessary to perform one or more of the essential functions of this position.

Enters and locates information on computer.

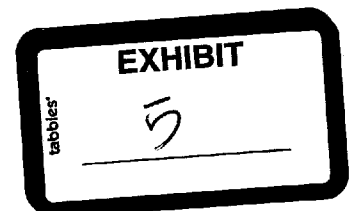
Safely drives motor vehicles requiring a driver's license.

Communicates effectively in person or by using telecommunications equipment.

Creates documents, reports, etc., using a writing instrument (such as a pencil or pen) or computer.

Visually verifies information, often in small print.

Reads information, often in small print.



Job Description

(b) (6), (b) (7)(C)



Presents information to small or large groups and individuals.

Grasps, turns, and manipulates objects of varying size and weight, requiring fine motor skills and hand-eye coordination.

Visually locates merchandise and other objects.

Eligibility Requirements (Applicable to internal applicants only)

Meet applicable eligibility requirements (see PD-15)

Signature

I have read and understand the essential functions for this position and certify that:

I have the ability to perform the essential functions of this position either with or without a reasonable accommodation.

I do not have the ability to perform the essential functions of this position either with or without a reasonable accommodation.

Associate/Applicant Printed Name

Associate/Applicant Signature

Date

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: (b) (6), (b) (7)(C) / 2009 2:01 PM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: (b) (6), (b) (7)(C)

Attachments:

(b) (6), (b) (7)(C) While (b) (6), (b) (7)(C) and I were doing some weekly follow up calls on the rep recaps (b) (6), (b) (7)(C) called a member that was on (b) (6), (b) (7)(C) recap from week 41 and spoke to (b) (6), (b) (7)(C) was very adamant about not being visited by (b) (6), (b) (7)(C) at any point within that week. So then we called the Clarion Hotel and Where Eagles Gather and could not get an answer.

On (b) (6), (b) (7)(C) We then pulled out week 40 and started making some follow up calls on that recap. We called Cherry Hill Aquatics to speak with (b) (6), (b) (7)(C) answered the phone and told us that (b) (6), (b) (7)(C) is the owner of the business but that (b) (6), (b) (7)(C) is almost never there, one to two Saturday's a month and that the business was closed for the winter. We then called Vision Concept Technologies a business visited the same day as (b) (6), (b) (7)(C) and asked about the visit, (b) (6), (b) (7)(C) also said that (b) (6), (b) (7)(C) had never spoken to a rep with Sam's Club and that the only day that (b) (6), (b) (7)(C) is not there is on Thursdays. We then tried to look up Salon on Main by the phone number in MTracks because the comment was renew later. The phone number brought up a different business name, same contact name, different address altogether. At this point is when we decided to go visit some of the places on the recaps that were not adding up or did not have phone numbers. On that same day, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and I drove first to Cherry Hill Aquatics to see if there was anyway that (b) (6), (b) (7)(C) could of spoken with someone there. The business was back behind a corn field on a dirt road, hard to see from the main road. We found it because (b) (6), (b) (7)(C) had purchased some of (b) (6), (b) (7)(C) pond landscaping from there and was familiar with the place. Spoke with the (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) again and (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) because of the nature of the business that they always close for the winter and was just there to do maintenance and prep for the winter. We then drove to the Salon on Main. The address was correct on (b) (6), (b) (7)(C) recap, but the phone number was wrong. The phone number to the Salon was painted in large letters on the window. As we walked in we introduced ourselves and asked to speak with the contact on the recap, (b) (6), (b) (7)(C) The (b) (6), (b) (7)(C) at the desk said that there was no (b) (6), (b) (7)(C) that worked there. We then let (b) (6), (b) (7)(C) know that we were following up on a visit that a representative from our company did. (b) (6), (b) (7)(C) informed us that (b) (6), (b) (7)(C) was the owner of the salon and had never had a visit from anyone from Sam's. We then went to the address that was associated with the phone number on the rep recap. It was a lawyers office/house, Bates and Hasselbeck LLP. The phone number was different on the sign then what was associated with the membership as well as the name was different. We then came back into the club and recapped our findings with (b) (6), (b) (7)(C) and collectively decided that we should have (b) (6), (b) (7)(C) from 6326 follow (b) (6), (b) (7)(C) around on (b) (6), (b) (7)(C)

After getting the results from (b) (6), (b) (7)(C) and learning that (b) (6), (b) (7)(C) drove 64 miles without a single visit we decided to terminate. We didn't do it that day because (b) (6), (b) (7)(C) had cut some hours that (b) (6), (b) (7)(C) was over and left early.

On (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) came into the building (b) (6), (b) (7)(C) and I pulled (b) (6), (b) (7)(C) into the office to talk with (b) (6), (b) (7)(C) about our findings. (b) (6), (b) (7)(C) didn't offer any excuses and minimal explanation of (b) (6), (b) (7)(C) rep recaps. I explained that during our follow up calls that the people (b) (6), (b) (7)(C) wrote down claimed they hadn't spoke with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) nodded. I then asked (b) (6), (b) (7)(C) about Cherry Hill and asked (b) (6), (b) (7)(C) how (b) (6), (b) (7)(C) got there. (b) (6), (b) (7)(C) couldn't tell me. I asked about the Salon on Main and told (b) (6), (b) (7)(C) that the contact name (b) (6), (b) (7)(C) had on the sheet doesn't work there. (b) (6), (b) (7)(C) didn't say anything. I asked (b) (6), (b) (7)(C) where (b) (6), (b) (7)(C) was getting the information on the rep recaps because it was obvious that (b) (6), (b) (7)(C) didn't visit these places. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) was taking some of it off the expired/deleted report. I said you know that these recaps are for places that you actually visit, (b) (6), (b) (7)(C) nodded. I then said So I have no idea what I paid you \$150 in mileage for? and (b) (6), (b) (7)(C) nodded. I then asked (b) (6), (b) (7)(C) where (b) (6), (b) (7)(C) went the previous morning and (b) (6), (b) (7)(C) told me (b) (6), (b) (7)(C) was working the goldmine sheet that we gave (b) (6), (b) (7)(C). I asked (b) (6), (b) (7)(C) what zip code it was, (b) (6), (b) (7)(C) told me New Albany. I asked (b) (6), (b) (7)(C) how (b) (6), (b) (7)(C) got there and (b) (6), (b) (7)(C) told me how ever (b) (6), (b) (7)(C) GPS took (b) (6), (b) (7)(C). I said which way was that, (b) (6), (b) (7)(C) told me (b) (6), (b) (7)(C) went down Stelzer rd to Joyce rd to Westerville rd came back up Westerville Rd to Morse rd then took Morse rd to New Albany and let (b) (6), (b) (7)(C) GPS guide (b) (6), (b) (7)(C) through New Albany. Which is totally different from what (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) did. I then let (b) (6), (b) (7)(C) know that we were terminating (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had never received a D-day. I told (b) (6), (b) (7)(C) because of the nature of the incident it is automatic termination a D-day is not relevant. I asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) had anything from the back office that (b) (6), (b) (7)(C) needed (b) (6), (b) (7)(C) said no, I asked if (b) (6), (b) (7)(C) had any 1067 items in (b) (6), (b) (7)(C) car (b) (6), (b) (7)(C) said yes, (b) (6), (b) (7)(C) and I went out to the car with a cart and took the 1067 items from (b) (6), (b) (7)(C) car. (b) (6), (b) (7)(C) left. Then (b) (6), (b) (7)(C) called the membership desk to talk to (b) (6), (b) (7)(C) and told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) got fired for driving 60 miles without stopping. Which was never said during (b) (6), (b) (7)(C) termination. Then (b) (6), (b) (7)(C) called my (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) has 1067 items in (b) (6), (b) (7)(C) garage and some PMP gift cards that (b) (6), (b) (7)(C) was going to spend. (b) (6), (b) (7)(C) tried to convince (b) (6), (b) (7)(C) to let (b) (6), (b) (7)(C) pick up the stuff from (b) (6), (b) (7)(C) house and (b) (6), (b) (7)(C) let (b) (6), (b) (7)(C) come over. (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) only a few items and no gift cards and told (b) (6), (b) (7)(C) that until (b) (6), (b) (7)(C) was paid (b) (6), (b) (7)(C) mileage from week 42 that (b) (6), (b) (7)(C) was not giving anything else back. I let (b) (6), (b) (7)(C) know that (b) (6), (b) (7)(C) is entitled to (b) (6), (b) (7)(C) mileage and all (b) (6), (b) (7)(C) needs to do is bring in (b) (6), (b) (7)(C) travel voucher from that week that is signed by the (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) odometer readings and we would pay (b) (6), (b) (7)(C). I also told (b) (6), (b) (7)(C) that I am not bartering with (b) (6), (b) (7)(C) but that (b) (6), (b) (7)(C) is more than welcome to bring in (b) (6), (b) (7)(C) travel voucher. (b) (6), (b) (7)(C) then asked (b) (6), (b) (7)(C) to get (b) (6), (b) (7)(C) a New Albany goldmine and bring it to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

3950 Morse Rd
Columbus, OH 43219

(b) (6), (b) (7)(C)

EXHIBIT

tabbies

6

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)**To:****Cc:****Subject:** FW: Recap from 6307**Attachments:****Sent:** (b) (6), (b) (7)(C)/2009 (b) (6), (b) (7)(C)

This is the recap from (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

3950 Morse Rd
Columbus, OH 43219

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)**Sent:** (b) (6), (b) (7)(C)**To:** (b) (6), (b) (7)(C)**Subject:** FW: Recap from 6307

This morning at 9:54 the associate left the building to go to New Albany and a school. (b) (6), (b) (7)(C) took I-270 south to 670 west all the way to Joyce ave. then to Cleveland ave. then to Westerville road and (b) (6), (b) (7)(C) drove back to Morse road from there (b) (6), (b) (7)(C) took 161 to new Albany drove for around 35 minutes east 161 passing new Albany for several miles then (b) (6), (b) (7)(C) turn back to New Albany. (b) (6), (b) (7)(C) gets there at 10:45 a.m. since 9:54 that (b) (6), (b) (7)(C) left the store. Drove around new Albany stop at the gas station and went back to the store arriving around 11:30a.m. After that left the store at 12:53 and went to new Albany realty building that when I stop the surveillance. Around 64 miles of travel in the morning and not a single visit.

(b) (6), (b) (7)(C)

Sam's Club 6326

(b) (6), (b) (7)(C)
Productivity Tracking Form

Associate Name: (b) (6), (b) (7)(C)

For Week Ending: (b) (6), (b) (7)(C) 2009

Goal for Week	Time Spent on Case	Time Spent on Research	Time Spent on Writing	Time Spent on Review	Time Spent on Other	Time Spent on Total	Time Spent on Total	Time Spent on Total	Time Spent on Total
Monday Actuals	6	1							35.00
Tuesday Actuals	5		3	2 Renewals					385.00
Wednesday Actuals	7			1 Renewal					35.00
Thursday Actuals	5								
Friday Actuals									
Other Actuals									
WTD Total	23	1	3	3 Renewals					455.00

Time 279 miles - \$153.45

Renewals \$245
\$35
\$25

EXHIBIT
7

(b) (6), (b) (7)(C)
Productivity Tracking Form

WEEK 40

Associate Name: (b) (6), (b) (7)(C)

For Week Ending (b) (6), (b) (7)(C) 9/6/09

Date	Time Sales Dist. Time	Product Revenue \$	Auto Memberships \$	Business Revenue \$	Other Revenue \$	Time Sales Dist. Time	Product Revenue \$	Auto Memberships \$	Business Revenue \$	Other Revenue \$
Goal for Week										
Monday Actuals	5					1				
Tuesday Actuals	8									
Wednesday Actuals	7			1 - 8.75	2 Renewals					254.00
Thursday Actuals	5				1 Renewal			1		315.00
Friday Actuals	1									
Other Actuals										
WTD Total	26			1	3	1				569.00

247 miles - \$163

Renewals - \$1140
\$105
AO technically did not count as
a new add-on, went towards \$275

SAM'S CLUB® Daily Marketer's Recap

SAM'S CLUB Representative: _____

Date: _____

Business Name: The New Albany Chamber

Address: _____

Contact Name: Sue

Telephone Number: _____

Number of Employees: _____

Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

Comments: Dropped off exp. registration
not to go back to drop off
holiday PNE left.

1067 Acct. (if applies/note merch. used): _____

Invoice Comparison: Yes / No Savings: \$ _____

Total Sold: Pri.: _____ Add-Ons: _____ \$ _____ ☐ Plus

Time Arrived: _____ Time Left: _____ ☐ Bus. Credit

☐ Follow-Up Required (date/time): _____ ☐ Per. Credit

Business Name: Millennium Cleaning Service

Address: 5573 Sutterton Ln

Contact Name: _____

Telephone Number: _____

Number of Employees: _____

Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

Comments: House

1067 Acct. (if applies/note merch. used): _____

Invoice Comparison: Yes / No Savings: \$ _____

Total Sold: Pri.: _____ Add-Ons: _____ \$ _____ ☐ Plus

Time Arrived: _____ Time Left: _____ ☐ Bus. Credit

☐ Follow-Up Required (date/time): _____ ☐ Per. Credit

Business Name: New Horizon Family Home

Address: 1755 N Hamilton Rd

Contact Name: _____

Telephone Number: 296 9656

Number of Employees: _____

Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

Comments: will come in the store

1067 Acct. (if applies/note merch. used): _____

Invoice Comparison: Yes / No Savings: \$ _____

Total Sold: Pri.: _____ Add-Ons: _____ \$ _____ ☐ Plus

Time Arrived: _____ Time Left: _____ ☐ Bus. Credit

☐ Follow-Up Required (date/time): _____ ☐ Per. Credit

Business Name: Sales on Main

Address: 374 W Main

Contact Name: _____

Telephone Number: _____

Number of Employees: _____

Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

Comments: Review

1067 Acct. (if applies/note m

Invoice Comparison: Yes / N

Total Sold: Pri.: _____ Add-On

Time Arrived: _____

☐ Follow-Up Required (date/time)

Comments: House

1067 Acct. (if applies/note merch. used): _____

Invoice Comparison: Yes / No Savings: \$ _____

Total Sold: Pri.: _____ Add-Ons: _____ \$ _____ ☐ Plus

Time Arrived: _____ Time Left: _____ ☐ Bus. Credit

☐ Follow-Up Required (date/time): _____ ☐ Per. Credit

Business Name: The Fabric Gallery

Address: 5481 Forest Highland Ct

Contact Name: _____

Telephone Number: _____

Number of Employees: _____

Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

Ending Mileage: _____

Starting Mileage: _____

_____ Total Miles

x _____ per mile

\$ _____ Daily Mileage Expense

Total Sold: Pri.: _____ Add-Ons: _____ \$ _____

Plus: _____ Credit: _____

Management Approval: _____

JAM'S CLUB® Daily Marketer's Recap

JAM'S CLUB Representative: _____

Date: _____

Business Name: Sunbury Family Practice
Address: 100 Tippett Ct

Comments: Will ask

Contact Name: _____
Telephone Number: 965-3123
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Follow-Up Required (Date/Time): _____ ☐ Per. Credit

Business Name: Vision Concept Technologies
Address: _____

Comments: Members
(b) (6), (b) (7)(C)

Contact Name: _____
Telephone Number: 965-5520
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Follow-Up Required (Date/Time): _____ ☐ Per. Credit

Business Name: Cherry Hill equities
Address: 2627 N Carthy Lane Rd

Comments: Don't know

Contact Name: (b) (6), (b) (7)(C)
Telephone Number: (b) (6), (b) (7)(C)
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Follow-Up Required (Date/Time): _____ ☐ Per. Credit

Business Name: The Right Stuff Detailing
Address: 465 Commerce Dr

Comments: No

Contact Name: _____
Telephone Number: _____
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Follow-Up Required (Date/Time): _____ ☐ Per. Credit

Business Name: Big Walnut Friends Who Share
Address: _____

Comments: _____

Contact Name: _____
Telephone Number: _____
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call

1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Follow-Up Required (Date/Time): _____ ☐ Per. Credit

Ending Mileage: _____
Starting Mileage: _____

Total Sold: Pri.: _____ Add-Ons: \$ _____
Plus: _____ Credit: _____

_____ Total Miles
x _____ ¢ per mile
\$ _____ Daily Mileage Expense

Management Approval: _____



WE ARE IN BUSINESS
FOR SMALL BUSINESS™

Daily Marketer's Recap



SAM'S CLUB® Representative: _____ Date: _____

Business Name: Michen Co Capital City Development Comments: Member
Address: 1020 Claycraft Rd.
St. C
Contact Name: [Redacted]
Telephone Number: 877-1200
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call
1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Per. Credit
☐ Follow-up Required (Date / Time): _____

Business Name: _____ Comments: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call
1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Per. Credit
☐ Follow-up Required (Date / Time): _____

Business Name: _____ Comments: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call
1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Per. Credit
☐ Follow-up Required (Date / Time): _____

Business Name: _____ Comments: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call
1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Per. Credit
☐ Follow-up Required (Date / Time): _____

Business Name: _____ Comments: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Number of Employees: _____
Type of Sales Call: ☐ Cold Call ☐ Relationship Call ☐ Sales Call
1067 Acct. (if applies/note merch. used): _____
Invoice Comparison: Yes / No Savings: \$ _____
Total Sold: Pri.: _____ Add-Ons: \$ _____ ☐ Plus
Time Arrived: _____ Time Left: _____ ☐ Bus. Credit
☐ Per. Credit
☐ Follow-up Required (Date / Time): _____

Ending Mileage: _____ Total Sold: Pri.: _____ Add-Ons: \$ _____

Exit Interview Form**Wal-Mart Stores, Inc.
EXIT INTERVIEW**Printed From GAIN
Associate Information

Associate Name : (b) (6), (b) (7)(C) WIN : (b) (6), (b) (7)(C) SSN # : (b) (6), (b) (7)(C)

Address (b) (6), (b) (7)(C) US Phone: (b) (6), (b) (7)(C)

Facility #: 6307 Division #: 18 Associate Type: Hourly

Last Worked Date: (b) (6), (b) (7)(C) 2009 Effective Date: (b) (6), (b) (7)(C) 2009

Last Position Held: Last Rate of Pay:

EXHIBIT

8

Company Property Information

The following applicable Wal-Mart property must be collected at the time of Exit Interview.

☐ Badge ☐ Discount Card ☐ Membership Card ☐ Company Issued Clothings ☐ Weight Belt☐ Box Cutter ☐ Freezer Gear

Note : To be considered for re-employment, you must re-apply. Your previous work record with Wal-Mart Stores, Inc. will be reviewed. The Company assumes no obligation to contact you for possible re-employment. Where state laws allow, a Neutral Reference will be provided to external employers seeking information regarding your employment with Wal-Mart Stores, Inc. Dates of employment and last position held is the only information that will be released.

Summary of Termination Information

Termination Type: Involuntary Termination

Eligible for Rehire: Non-Rehireable
Status:

Termination Reason: Gross Misconduct - Integrity Issue

Last Day Worked: (b) (6), (b) (7)(C) 2009

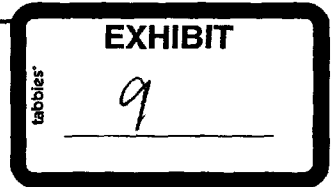
Manager Comments**Signatures**

Associate Name :	(b) (6), (b) (7)(C)	Date:	(b) (6), (b) (7)(C) 2009	Electronic Acknowledge:
Supervisor Name :	(b) (6), (b) (7)(C)	Date:	(b) (6), (b) (7)(C) 2009	Electronic Acknowledge:
Witness Name :	(b) (6), (b) (7)(C)	Date:	(b) (6), (b) (7)(C) 2009	Electronic Acknowledge:

Provided below is important information related to your separation....

COBRA	Continuation of Benefits	(800) 421-1362
DISCOUNT CARD - RETIREE	Application Information	(800) 421-1362
LIFE INSURANCE	Conversion of Benefits	(877) 740-2116 * must call within 31 days c coverage ends
PROFIT SHARING	Account Information	(888) 968-4015
STOCK OWNERSHIP	Account Information	(800) 438-6278
401K	Account Information	(888) WMT401K OR (888) 968-4015
RESOURCES FOR LIVING	Counseling Service	(800) 825-3555

Romantic Relationships Policy (PD-22) National



Updated: March 1, 2008

This Policy applies to all Associates who work for Wal-Mart Stores, Inc., or one of its subsidiary companies, in the United States ("Wal-Mart").

Policy

Wal-Mart's success depends on positive Associate morale and good working team relationships. The Company expects all Associates to conduct themselves in a manner that promotes respect and trust in the workplace. Additionally, Wal-Mart does not prohibit, or intend to discourage, the development of friendships or social interactions such as lunches, dinners, or after-work gatherings.

However, if an Associate were to supervise or influence the terms and conditions of employment of their *romantic relationship partner*, an actual or perceived conflict of interest could occur, and protection of the Company's assets might be compromised. Additionally, such situations can cause disruption in the work environment, and negatively impact other Associates and the ability to serve Customers and Members. Therefore, no Associate may enter into a *romantic relationship* with another Associate if one Associate supervises or can influence the terms or conditions of the other Associate's employment, or where such placement would adversely impact the protection of Company assets.

Romantic relationship means a consensual relationship between individuals of a romantic or intimate nature.

Romantic relationship partner means one of the individuals in a romantic relationship.

Wal-Mart's Statement of Ethics Policy, (GE-01) addresses relationships between an Associate and a Supplier's employees.

Expected Conduct

Wal-Mart expects the following conduct:

Associates must not supervise their romantic relationship partner. Therefore, you must not enter into a romantic relationship with an Associate whom you supervise or who supervises you.

Associates must not influence the terms and conditions of their romantic relationship partner's employment. Therefore, you must not enter into a romantic relationship with another Associate if you can influence the terms and

conditions of the Associate's employment, or if s/he can influence the terms and conditions of your employment.

- Associates must not compromise the protection of company assets, or the "chain of security." Therefore, an Associate who is involved in a romantic relationship with another Associate may not be placed in a position that would involve both Associates handling or processing the same funds.

Associates must not conduct an investigation involving their romantic relationship partner.

Associates must not engage in intimate or sexual contact in the workplace, even if consensual.

Wal-Mart does not prohibit romantic relationships between hourly Associates, between management Associates or between hourly and management Associates, unless a supervisory relationship exists between the Associates as described above. The Company also does not prohibit romantic relationships between Associates who work in different divisions, specialty departments, stores, clubs, or similar situations where neither individual has the ability to influence the terms and conditions of employment of the other.

Chain of Security refers to handling or processing funds.

Duty to Disclose and Seek a Transfer

When a supervisory relationship exists between two Associates who have a desire to pursue a romantic relationship, one of the Associate's must disclose the existence of the relationship to an appropriate Salaried Member of Management and request a transfer for one of the individuals involved to eliminate their supervisory relationship. Such a transfer will be permitted only when:

- An Associate makes the transfer request prior to an allegation and/or an investigation of a potential Policy violation;
- An appropriate position is available; and
- The Associate seeking the transfer assumes any and all expenses, including relocation costs, related to the transfer.

The transferred Associate will receive the wages, hours, and/or schedule that are appropriate for the position to which s/he is transferred.

Reporting Procedures

If you experience, observe, or become aware of any conduct that may violate this Policy, you should immediately report the violation to your Facility Manager, Division Manager (Home Office) or Human Resources, unless you are reporting a potential Policy violation by your Facility Manager. This includes

disclosing a conflict in which you are a participant.

If you believe your Facility Manager may be violating this Policy, you should immediately report the violation to the next level of management, or you may report the violation confidentially and/or anonymously to the Wal-Mart Ethics Helpline, 1-800-WMETHIC (1-800-963-8442).

Important: Wal-Mart strictly forbids retaliation of any kind for reporting conduct that may violate this Policy or for cooperating in an investigation. Any Associate who retaliates against another Associate for reporting a potential violation or cooperating in an investigation will be subject to discipline, up to and including termination.

Investigation and Appropriate Action

Wal-Mart will take any reported violation of this Policy seriously and retaliation of any kind for reporting conduct that may violate the Policy or for cooperating in an investigation is not acceptable. Upon notice of a potential Policy violation, the appropriate Salaried Member of Management will promptly and thoroughly investigate the matter and take appropriate action.

If an investigation reveals a violation of this Policy, appropriate action will be taken. In the event employment is terminated for a violation of this Policy, the Associate will not be eligible for rehire.

Contacts

For further guidance, contact:

Facility	Contact
Wal-Mart Stores:	Store Manager Market Manager Market Human Resources Manager Regional Human Resources Director
Sam's Clubs:	Club Manager Market Manager Market Human Resources Manager Regional Human Resources Director
Field Logistics:	Human Resources Manager Regional Human Resources Manager
Home Office:	People Manager People Director



Littler Mendelson, P.C.
21 East State Street
Suite 1600
Columbus, OH 43215

March 17, 2010

Alison M. Day
614.463.4212 direct
614.463.4201 main
614.221.3301 fax
adhall@littler.com

VIA MAIL AND ELECTRONIC MAIL (ERIC.TAYLOR@NLRB.GOV)

Eric A. Taylor
National Labor Relations Board – Region 9
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

**Re: (b) (6), (b) (7)(C) and Sam's Club, a Division of Wal-Mart Stores, Inc.,¹
Case 9-CA-45386**

Dear Mr. Taylor:

This letter is a follow-up to your prior correspondence requesting contact information for various Sam's associates employed at Club #6307. Consistent with the telephone conference between you and I on March 15, 2010, it is my understanding that you have agreed to revise and narrow your February 5, 2010 request for the contact information of all associates who were employed at Club #6307 from July 1, 2009 to November 20, 2009. Specifically, you revised your request to seek contact information of the hourly associates employed from July 1, 2009 to November 20, 2009 in the membership, marketing, front-end, and fresh departments only.

Walmart maintains that the requested information is overly broad. However, without waiving this objection, I have enclosed a listing of the contact information for the hourly associates employed at Club #6307 who were employed in the membership, marketing, front end, and produce departments (Departments 990, 992 and 56) from July 1, 2009 to November 20, 2009. After further review of the department listing that was provided to you on March 4, 2010, I believe that the relevant department is the produce department since there is no department named "fresh". Additionally, as previously indicated, if you wish to speak to management associates, please contact me and I will arrange for a date and time for you to speak to the necessary associates.

¹ (b) (6), (b) (7)(C) improperly identifies "Sam's Club, a Division of Wal-Mart Stores, Inc." as the Respondent in this matter. The appropriate Respondent in this matter is Sam's East Inc. which is the operating entity for Club #6307 in Columbus, Ohio. Sam's Club respectfully requests that the Charge be amended to reflect the appropriate Respondent.

Eric A. Taylor
March 17, 2010
Page 2

Thank you for your cooperation in this matter. Should you have any questions, please do not hesitate to contact either Brooke Niedecken or me.

Very truly yours,

Alison M. Day

(b) (6), (b) (7)(C)

Alison M. Day

Enclosure

(b) (6), (b) (7)(C)


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Last Name	First Name	Address	City	State	Zip Code	Str	Str Job
(b) (6), (b) (7)(C)						56	302
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(b) (6), (b) (7)(C)						56	302
(b) (6), (b) (7)(C)						56	302
(b) (6), (b) (7)(C)						56	302
(b) (6), (b) (7)(C)						56	302
(b) (6), (b) (7)(C)						56	101
(b) (6), (b) (7)(C)						56	302
(b) (6), (b) (7)(C)						56	302
(b) (6), (b) (7)(C)						56	302
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(b) (6), (b) (7)(C)						56	302
(b) (6), (b) (7)(C)						56	101
(b) (6), (b) (7)(C)						56	101
(b) (6), (b) (7)(C)						56	302
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(b) (6), (b) (7)(C)						56	302
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(b) (6), (b) (7)(C)						56	302
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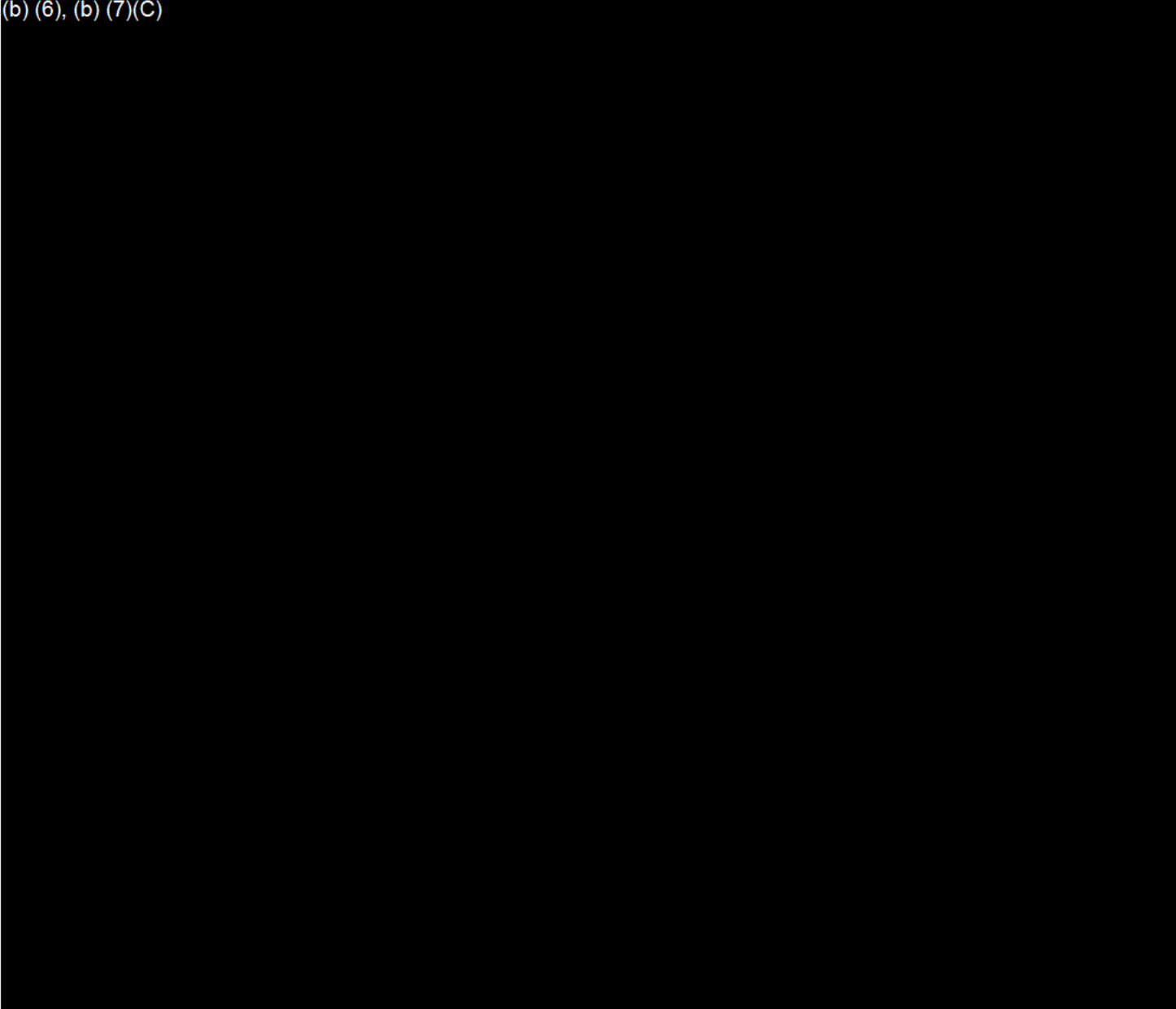
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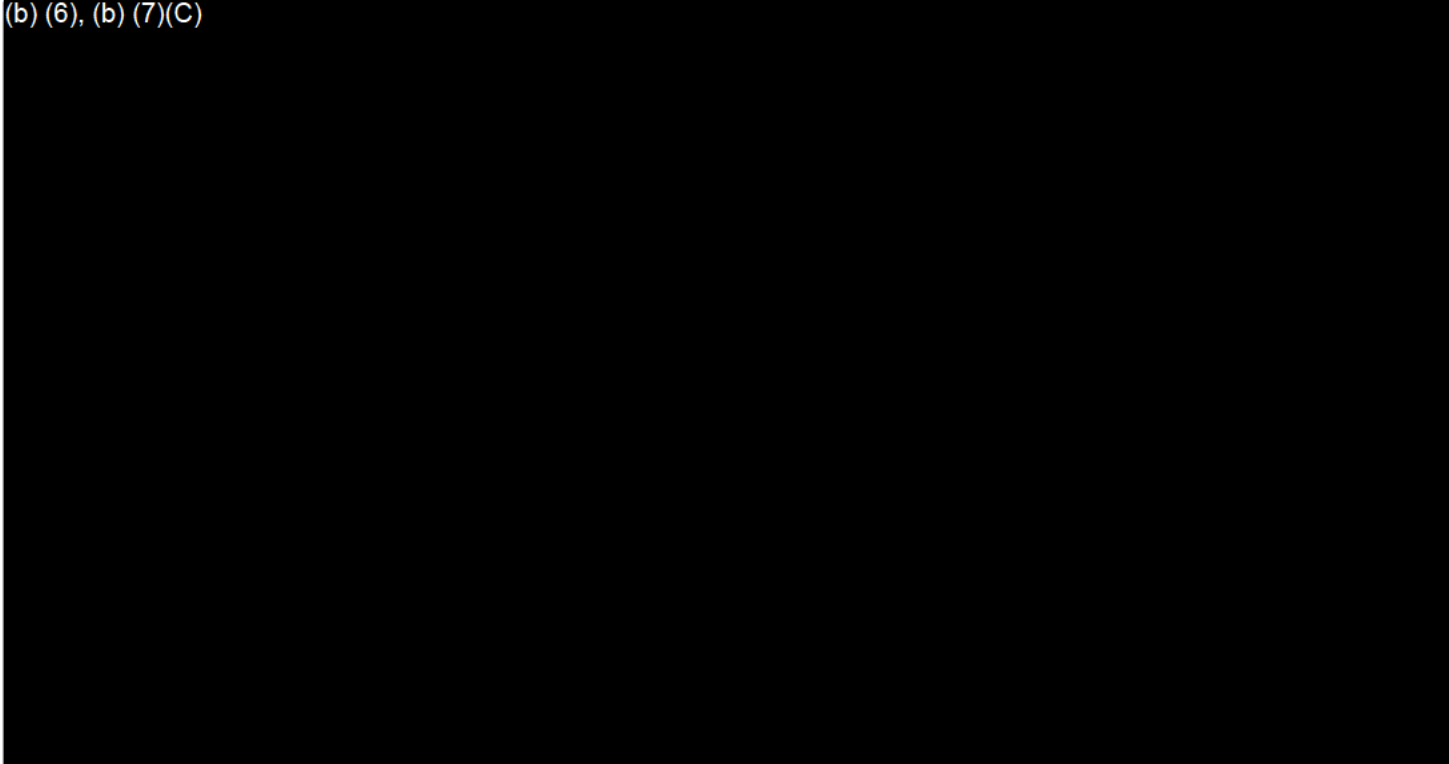
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CINCINNATI, OH

Last Name	First Name	Address	City	State	Zip Code	Str Dept#	Str JobCode
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						990	501
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						990	501
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						990	510
						990	530
						992	706

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CINCINNATI, OH

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Initial complaint made to (b) (6), (b) (7)(C) by me regarding (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) dating and conducting (b) (6), (b) (7)(C) interview for (b) (6), (b) (7)(C) position. (b) (6), (b) (7)(C) proceeded to bring in (b) (6), (b) (7)(C) into the office where discussion made place. (b) (6), (b) (7)(C) made comments stating (b) (6), (b) (7)(C) heard they were dating and hat when (b) (6), (b) (7)(C) conducted (b) (6), (b) (7)(C) interview it was wrong and that (b) (6), (b) (7)(C) tried to get a hold of (b) (6), (b) (7)(C) about the incident but was unable to. Also stated that (b) (6), (b) (7)(C) should have had another (b) (6), (b) (7)(C) conduct the interview such as (b) (6), (b) (7)(C) since (b) (6), (b) (7)(C) was present that day. During my initial talk with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) asked who else knew of the situation. I gave (b) (6), (b) (7)(C) the names of the entire (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) in who had firsthand knowledge. Another issue arose concerning (b) (6), (b) (7)(C) hiring (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) as the (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) brought all the info up to (b) (6), (b) (7)(C) in which (b) (6), (b) (7)(C) called me into the office and had me go over everything again with (b) (6), (b) (7)(C).

Both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were on vacation this week so no known action regarding the matter took place. The following week when both returned no known action took place maybe due to the fact the club was undergoing its yearly audit.

(b) (6), (b) (7)(C) — (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) informed me that (b) (6), (b) (7)(C) came into the (b) (6), (b) (7)(C) and told them (b) (6), (b) (7)(C) had found out that I was the one who went and told (b) (6), (b) (7)(C) management about (b) (6), (b) (7)(C).

and (b) (6), (b) (7)(C) apparently made remarks such as by me bringing in my computer to show the evidence I had found that I could be fired for "stealing time" also that they could be fired for stealing time for taking part in and looking at the evidence. This concerned me so I immediately called (b) (6), (b) (7)(C) and let (b) (6), (b) (7)(C) know the situation and the predicament I was in. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that my phone call would have to prompt (b) (6), (b) (7)(C) in calling both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and that they would know I made the phone call to (b) (6), (b) (7)(C). I then told (b) (6), (b) (7)(C) to forget about it and I would try to speak to both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) myself. That day I spoke with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) regarding the initial complaint.

My conversation with (b) (6), (b) (7)(C) started out with (b) (6), (b) (7)(C) telling me that (b) (6), (b) (7)(C)'s personal life is nobody's business and that (b) (6), (b) (7)(C) was angry when (b) (6), (b) (7)(C) came back from vacation because (b) (6), (b) (7)(C) club had become disrupted over the issue. (b) (6), (b) (7)(C) was a bit hostile when explaining these things but became a bit nicer as the conversation went on. I also let (b) (6), (b) (7)(C) know that (b) (6), (b) (7)(C) may have made some comments referring to my complaint as stealing time and (b) (6), (b) (7)(C) assured me this was against policy and that (b) (6), (b) (7)(C) would speak with (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) had come to me telling me that (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) found out who had made the complaint to management regarding (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and the (b) (6), (b) (7)(C) position and made a physical threat towards me to (b) (6), (b) (7)(C). Also told me if I wanted to go to (b) (6), (b) (7)(C) about the issue (b) (6), (b) (7)(C) would back me up. About a week or so later (b) (6), (b) (7)(C) had informed me that (b) (6), (b) (7)(C) came in and did the same thing with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) told me it was (b) (6), (b) (7)(C)'s duty as a (b) (6), (b) (7)(C) to bring it up to management and also that (b) (6), (b) (7)(C) herself was going to tell (b) (6), (b) (7)(C) what had happened. The incident involving (b) (6), (b) (7)(C) was also known by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) later approached (b) (6), (b) (7)(C) and I do not know what was said but (b) (6), (b) (7)(C) felt that (b) (6), (b) (7)(C) was maybe either trying to dissuade (b) (6), (b) (7)(C) from going to another manager or altering (b) (6), (b) (7)(C)'s perception on what really took place. By policy, (b) (6), (b) (7)(C) should have went to (b) (6), (b) (7)(C) but failed to because of (b) (6), (b) (7)(C)'s own interests.

(b) (6), (b) (7)(C) - Sent an email to (b) (6), (b) (7)(C) regarding the (b) (6), (b) (7)(C) issue. Week and a half later (b) (6), (b) (7)(C) asks me to come to (b) (6), (b) (7)(C) office and talks to me about the email. (b) (6), (b) (7)(C) informed me the situation would force (b) (6), (b) (7)(C) to do what is called a "Red book" investigation and that (b) (6), (b) (7)(C) would need the names of everyone involved so (b) (6), (b) (7)(C) can question/interview them. (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) in the office afterwards and asked (b) (6), (b) (7)(C) what happened and told (b) (6), (b) (7)(C) would have to do a follow-up at a later time with (b) (6), (b) (7)(C) so one can write down the information formally while the other did the questioning. The same thing was said to me.

(b) (6), (b) (7)(C) - Through the whole month of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) never questioned (b) (6), (b) (7)(C) or ever did bring (b) (6), (b) (7)(C) nor myself back in to record the information. A minor issue occurred involving another (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) that prompted the supervisor to call the (b) (6), (b) (7)(C). Later that day I

questioned (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) investigation because I had not heard any updates, and also brought up my concerns regarding the situation with the (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) informed me that (b) (6), (b) (7)(C) is still working on the issue regarding myself and that (b) (6), (b) (7)(C) and herself still need to talk to me to get the info.

(b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) and myself attended a dinner with the Sunbury Chamber where (b) (6), (b) (7)(C) informed me that (b) (6), (b) (7)(C) sent (b) (6), (b) (7)(C) email regarding my numbers for the month of October. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) claimed I only sold one \$35 business membership in the field the entire month. (b) (6), (b) (7)(C) told me this had to be a mistake because (b) (6), (b) (7)(C) knew I brought in more than that. The fact is that the income I did bring in did not decrease. (b) (6), (b) (7)(C) or whomever did not take into consideration the other sources of revenue I was bringing in that they consider for every (b) (6), (b) (7)(C). Those sources come from membership renewals, advantage memberships, plus memberships and credit applications submitted. Each week the total dollar amount brought in by each (b) (6), (b) (7)(C) is submitted to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) sends back out a recap of all the reps in the market listed in order who brought in the most income for that week. I was never at the bottom of the list or close to the bottom. This accusation of my income being low prompted them to follow me while I was out in the field.

(b) (6), (b) (7)(C) – Management had me followed while working in the field suspecting I was not doing what I was supposed to be doing. That day I worked off our Goldmine which is a list of business leads that has not been updated in years. The use of the goldmine is heavily stressed upon. I took 3 sheets about 12 businesses with addresses that did not exist or were houses. (b) (6), (b) (7)(C) do not go to houses and when I followed the leads given to me by Sam's Club they claimed I did not get out of my car and purposely racked up mileage for reimbursement.

(b) (6), (b) (7)(C) - Terminated

The reason I feel my termination was retaliation was due to the fact that neither complaint was thoroughly investigated properly. Also the fact that all of a sudden my numbers were coming into question when it was never a problem before especially when I had worse months of income revenue. The so called paperwork issue became an issue when (b) (6), (b) (7)(C) as an (b) (6), (b) (7)(C) who does the same thing is not required to fill out recap sheets claiming who (b) (6), (b) (7)(C) is in contact with or where (b) (6), (b) (7)(C) went.

(b) (6), (b) (7)(C) will tell you that my numbers are better than (b) (6), (b) (7)(C) numbers in field productivity. (b) (6), (b) (7)(C) had more of a tendency to come back into the club too early and work at the membership desk and put memberships as sold in field in (b) (6), (b) (7)(C) name which is more of an integrity issue and that this was known as (b) (6), (b) (7)(C) is on camera and managers walk by all the time.

Again they never established contact with 2 out of the 3 places they claimed I did not go to in their reasons for terminating me. Normally even if contact is established it is hard to go by any information given by the person they contacted because it might not be the same person whom I went in and spoke

to. Normally when a (b) (6), (b) (7)(C) comes into a business, employees rarely pass on the information or let the owner know you stopped in. Which is why they followed me and in the past when they follow someone, they actually catch the reps doing things like tanning, shopping, or other activities that would violate company policy. I was followed and I was following policy.

(b) (6), (b) (7)(C)

Best time to call between (b) (6), (b) (7)(C)

Facebook (b) (6), (b) (7)(C) Windows Internet Explorer

http://www.facebook.com (b) (6), (b) (7)(C)



Facebook (b) (6), (b) (7)(C)

facebook Home Profile Friends Inbox Adam Barlow Settings Logout Search

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) At work.... 7 hours ago

Wall Info Photos Boxes Notes

Write something..

Attach     

Share

Filters

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) At work.... 7 hours ago · Comment Like

 (b) (6), (b) (7)(C) likes this.

(b) (6), (b) (7)(C) Sorry I missed your call this AM. Call me later (b) (6), (b) (7)(C) 4 hours ago

Write a comment...

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)




View Photos of (b) (6), (b) (7)(C)

Send Karen a Message

Poke Karen

So damn easy to say that life's so hard
Everybody's got their share of battle scars
As for me, I'd like to thank my lucky stars that I'm alive and well...

Information

Applications     

(b) (6), (b) (7)(C) completed the quiz "M.A.S.H." with the result Shack.

Create an Ad

Beechmont Audi

Beechmont Audi
1.9% APR

All 2009 Audi TT, A4, A6, A3 & Select Q7 have 1.9% APR for up to 36 Months. Click here for more information.

 Like

Universal Technical Institute



Automotive, diesel and collision technician training. Visit our Page and become a Fan.

 Become a Fan

Military Workout Methods



Chat (0)

Internet | Protected Mode: On 100%

Facebook (b) (6), (b) (7)(C) 11:22 AM



Facebook (b) (6), (b) (7)(C) talkerlist - Windows Internet Explorer

http://www.facebook.com/ (b) (6), (b) (7)(C) AOL Search

Facebook (b) (6), (b) (7)(C) Stalkerlist

—Is 15 single?
No

—If you had never met 6, how would your life be different?
I wouldn't be called (b) (6), (b) (7)(C), :)

—If you could tell 12 one thing right now, what would it be?
Hi (b) (6), (b) (7)(C) !

—What is the funniest thing you've ever heard 14 do?
Motorboat me in the middle of a bar one of the first few times that we met. LOL

—How did you meet 10?
We met at work, when I decided to follow (b) (6) around.

—What is the weirdest thing you've ever seen 4 do?
I'm not sure I've seen (b) (6) do anything weird.... Makes great breakfast though!!

—What is 5's only weakness?
(b) (6) is too generous sometimes... letting everyone and there (b) (6), (b) (7)(C) live with (b) (6) at some point in there lives. (b) (6) needs to do something for (b) (6), (b) (7)(C) every once in awhile!

—Are you friends with any of 13's friends?
Sure am

—Who is 7 to you?
(b) (6), (b) (7)(C) my

—What is the one thing 5 most excels at?
Leading people

—If 1 and 3 hated each other, what would change?
It would be really weird... I can only see them getting along really well

—Is 11 anything like 8?
They are both very opinionated people

—If you fell off a bridge, would you trust 6 or 4 to catch you more and why?
def 6... not to offend you (b) (6), (b) (7)(C) but I think (b) (6), (b) (7)(C) would catch me (b) (6) a firemen

—If you were stuck on a desert island with all of these with no food or water and you were reduced to eating one who would you eat first?
um that's kinda gross....

Applications Chat (0) Internet | Protected Mode: On 100%

Done Facebook (b) (6), (b) (7)(C) Yahoo! - Windows I... Untitled - Paint 5:25 PM

—Are you honestly surprised about any of these?
yeah a couple

—How did you meet 4?
(b) (6) is a friend of a friend of an ex (b) (6), (b) (7)(C)

—How much does 15 mean to you?
ummm we went to high school together and haven't seen eachother since..

—Describe 14 in two words.
Fun, beautiful!

—What is your most fond memory with 9?
(b) (6) is a crazy, fun person who I worked with... hearing (b) (6) stories was the best

—Do you know all of 2's secrets?
I think so... all the major ones anyways

—How far do you think you are on 5's stalker list?
I'm pretty sure I'm towards the bottom

—When is the next time you're going to see 7?
I'd like to go soon... for a long weekend in about a month or so I'm sure

—When is the last time you saw 11?
Wow, it's been at least 4 or 5 years....

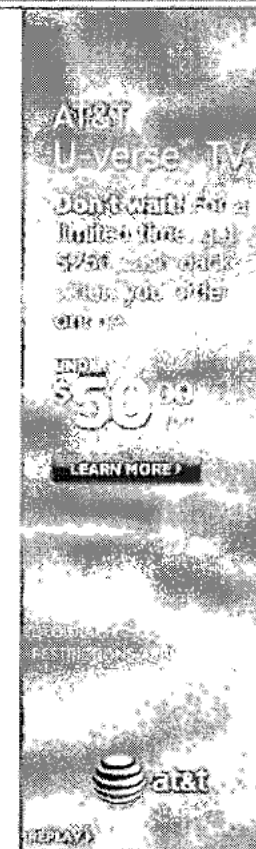
—How do you think 13 feels about you?
lol I don't think (b) (6) thinks about it!

—Are 11 and 12 anything like each other?
lol I don't think so.

—Describe the relationship between 14 and 10
Non existent. They don't know eachother

—What do you think 8's parents are/were like?
I've never met them, but (b) (6) a great guy so I assume they are/were amazing people.

—Is 15 single?
No



More Ads

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Adam Barlow

Settings

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Search

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Stalkerlist

(b) (6), (b) (7)(C) Notes | Notes about (b) (6), (b) (7)(C) Profile

Stalkerlist

Today at 3:44pm

Share

In this note

No one

- 1.) Check your stalkerlist and attach it to this note. Stalkerlist (which "ranks your friends based on how often they interact with your Facebook wall. Interactions counted include wall posts, comments, likes, gifts and other public items posted to your wall") can be found here: <http://apps.facebook.com/stalkercheck/>
- 2.) Write the names of everyone on your stalkerlist below.
- 3.) DO NOT READ THE QUESTIONS BEFORE YOU PUT IN YOUR ANSWERS. JUST DON'T DO IT.
- 4.) Tag everyone you mentioned.

1. (b) (6), (b) (7)(C)

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

→Are you honestly surprised about any of these?
yeah a couple

→How did you meet 4?

(b) (6), (b) (7)(C) is a friend of a friend of an ex (b) (6), (b) (7)(C)

→How much does 35 mean to you?

Applications

Chat (0)

Done

Facebook

Yahoo! - Windows L...

Internet | Protected Mode: On

100%

5:23 PM

Facebook | Windows Internet Explorer

http://www.facebook.com/ (b) (6), (b) (7)(C)

Facebook | (b) (6), (b) (7)(C)

Write something...

Attach

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Share

Filters

(b) (6), (b) (7)(C)

Just earned the 'Tree Hugger' white ribbon in (b) (6), (b) (7)(C) for a p... and for being such a great farmer and wants to share their success with you!

34 minutes ago Comment Like [Get a bonus from (b) (6), (b) (7)(C)]

(b) (6), (b) (7)(C) I'm bored...

Yesterday at 7:15pm Comment Like

(b) (6), (b) (7)(C) not any more. we're in vegas!

9 hours ago

(b) (6), (b) (7)(C) hey did (b) (6), (b) (7)(C) tell you that you are invited to come to ny for thanksgiving?

6 hours ago

Write a comment...

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Check ya later!

Yesterday at 12:49pm Comment Like

(b) (6), (b) (7)(C) Dr. Phil and coffee... vacation is good :)

View Photos of (b) (6), (b) (7)(C)

Send Karen a Message

Poke Karen

So damn easy to say that life's so hard
Everybody's got their share of battle scars
As for me, I'd like to thank my lucky stars that I'm alive and well...

Information

Birthdays

(b) (6), (b) (7)(C)

Mutual Friends

Applications

Rich Dad Columbus

Rich Dad Education is coming to Columbus. Free financial workshops: Sept. 15th-17th. Uncover the secrets of Rich Dad Poor Dad.

Like

Make 70% ROI in an Hour

EZ TRADER

Binary option trading. The simplified option trading arena. Sign up free, and start trading today. Get 70% return in an hour.

Like

Mafia Boss

Mafia Wars

Are you the next Don? Play Mafia Wars and show your friends that you deserve some respect.

Like

Internet | Protected Mode: On

100%

7:32 AM

A Breast **BREAST**
socialvibe
Join me on SocialVibe

Photos
2 of 7 albums See All



Wall Photos
Updated on Friday



Mobile Uploads
Updated on Thursday

Top Friends
9 Top Friends Edit | My Profile

(b) (6), (b) (7)(C)

Write a comment...
(b) (6), (b) (7)(C) lol I am watching a Jackie Chan movie... what the heck?
Sat at 9:15pm · Comment Like

(b) (6), (b) (7)(C) he kicking some ass!!! whoooooooo!!!
Sat at 4:53pm

Write a comment...
(b) (6), (b) (7)(C) Drinkin the morning away... with coffee that is ;)
Sat at 7:25am · Comment Like

(b) (6), (b) (7)(C) HOLY SHIT (b) (6), (b) (7)(C) !!!!!!!!!!!!!
Sat at 7:42am
(b) (6), (b) (7)(C) holiday weekend, im using whiskey
Sat at 7:55am

Write a comment...
(b) (6), (b) (7)(C) stink at Mario Party.. (b) (6), (b) (7)(C) is better.
Fri at 9:41pm · Comment Like

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Good for us!
Sat at 4:28am

Write a comment...

(b) (6), (b) (7)(C)
Dr Seuss
Personality Test
Cat in the Hat



(b) (6), (b) (7)(C)

Facebook Windows Internet Explorer

http://www.facebook.com/search/?(b) (6), (b) (7)(C) AOL Search

Facebook (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

'Where The Wild Things Are' Trailer 2 HD
Source: www.youtube.com
The adventures of a young boy named Max, who after being sent to bed for misbehaving, imagines that he sails away to where the wild things are. Max is loved by the wild creatures who make him their King, though he soon longs to be back home with his family.

August 21 at 7:54am · Comment · Like · Share · Report

(b) (6), (b) (7)(C) im sick!!! cough. cough. sniffle.
August 21 at 7:41am

(b) (6), (b) (7)(C) likes this.

(b) (6), (b) (7)(C) oooooor babbby!!!!
August 21 at 8:34am

(b) (6), (b) (7)(C) Yeah right I'm not buying that I think your just trying to get out of work...
August 21 at 9:36am

(b) (6), (b) (7)(C) got me sick, mam.
August 21 at 10:40am

(b) (6), (b) (7)(C) didn't sound very sick to me when I talked to (b) (6), (b) (7)(C) way to work????
August 21 at 10:49am

(b) (6), (b) (7)(C) im been sick for about 3 days now. i think (b) (6), (b) (7)(C) got sick sometime last week.
August 21 at 2:00pm

RECENT ACTIVITY

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) own status.

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) own status.

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) photo.

Applications

Chat (2)

Internet | Protected Mode: On 100%

Facebook (b) (6), (b) (7)(C) 11:25 AM

Facebook (b) (6), (b) (7)(C) Windows Internet Explorer

http://www.facebook.com/search/ (b) (6), (b) (7)(C)

Facebook (b) (6), (b) (7)(C)

Relationship Status:
It's Complicated

Friends
23 friends See All

(b) (6), (b) (7)(C)

Links
3 links See All

- Where The Wild Things Are
Trailer 2 HD
7:54am Aug 21
- Monkey
8:37am Aug 18
- The Hairbrush Song
8:16am Aug 18

Report/Block this Person

Share +

Completed the quiz "M.A.S.H." with the result Shack.
You live in a shack on the beach. Your husband/wife is a pro surfer. You own a surf shop. You have one dog. No kids. You drive a convertible.
Yesterday at 6:35pm Take this quiz!

(b) (6), (b) (7)(C) dont forget my Xbox!!!
Yesterday at 6:25pm

(b) (6), (b) (7)(C) still thinking about it!
Yesterday at 5:48am

(b) (6), (b) (7)(C) is on the edge, thinking, fuck it, or i will continue working.
Wed at 2:43pm

(b) (6), (b) (7)(C) whatever you want to do, I'll help.
Wed at 2:54pm

(b) (6), (b) (7)(C) whatever!!
Tue at 8:28pm

(b) (6), (b) (7)(C) don't whatever me
Tue at 8:39am

(b) (6), (b) (7)(C) yeah boy!!
Tue at 9:09am

(b) (6), (b) (7)(C) got's the case of the mondays.
August 24 at 5:46am

(b) (6), (b) (7)(C) at home cooking.... my (b) (6) and (b) (6), (b) (7)(C) is coming over.
August 22 at 4:39pm

RECENT ACTIVITY

Can't find the Company

Pearl
FINE TEAS

We're a little company with a big love of tea. Shop our store for premium, limited-edition & rare loose leaf teas. Shop. Sip. Savor.

Become a Fan

Get Free Ray-Bans

Choose your favorite Ray-Bans in any color and get them Free! No purchase necessary.

Like

More Ads

Applications

Chat (2)

Internet | Protected Mode: On

Facebook (b) (6), (b) (7)(C)

11:24 AM

(b) (6), (b) (7)(C) August 7 at 8:25am

(b) (6), (b) (7)(C) h you are
August 10 at 5:12pm

(b) (6), (b) (7)(C)

Gabriel Morin just got home. cant wait til jason starts working with me again. the duo is back.

August 6 at 12:59pm

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) thats right baby! we are the two (b) (6), (b) (7)(C)
August 6 at 1:36pm

(b) (6), (b) (7)(C) is that the new memberchamp?
if so you must be on the "PLUS BUS" also.

August 6 at 3:59pm

(b) (6), (b) (7)(C) ay...do you two sense the sarcasm?? Am
i going to have to separate you two??

August 6 at 4:03pm

(b) (6), (b) (7)(C) no, no, no, we will be fine, i am trying to move
up, i do not need to be getting into trouble!!!

August 6 at 5:10pm

(b) (6), (b) (7)(C) geez, j. thanks alot, there no fun like getin
into trouble. wuss. lol. by the way (b) (6), (b) (7)(C) is a push over.

August 6 at 5:46pm

(b) (6), (b) (7)(C) your welcome homie! make sure you get your
butt up when i call you saturday morning too! i want you to
ride with us!

August 6 at 6:25pm

(b) (6), (b) (7)(C) a push over.....hmmm i
will have to think about that one.

August 6 at 7:53pm

(b) (6), (b) (7)(C) heck i'm (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is NO push
over!!! Beware!!! LMAO

August 7 at 7:56am

RECENT ACTIVITY

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) own status.

(b) (6), (b) (7)(C)

[illegible]

Create an Ad

Weight Loss Surgery



Barix Clinics has helped over 36,000 patients realize success with long-term weight loss. Click to learn more.

Bigger is Better



Play Mobsters 2: Vendetta.
It's bigger and better than the original Mobsters with tons of killer new content. 4-star player rating!

Get Cartooned Now



(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) note Getting to know each other.
(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are now friends.
(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are now friends.
(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) status.
(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) status.
2 more similar stories

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Swagger Level
Swagger Level
100!!! ;)



(b) (6), (b) (7)(C) took the Swagger Level quiz and the result is Swagger Level 100!!! ;)

It doesn't get any better than this. No one on the corner has swagger like you. You know how to talk the talk, walk the walk, dress the part, and break the heart. Lend some...

[Read More](#)

July 28 at 10:57am Take this Quiz

2 people like this.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) another day at work. I rather be at home sick with the flu and throwing up my left lung, then be here.

July 28 at 5:01am

(b) (6), (b) (7)(C) you know... lungs don't grow back.... you should lose a kidney instead. :)

July 28 at 8:28am

Facebook (b) (6), (b) (7)(C) - Windows Internet Explorer

http://www.facebook.com/search/(b) (6), (b) (7)(C) AOL Search

Facebook (b) (6), (b) (7)(C) Page Tools

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) give it back
August 10 at 5:11pm

(b) (6), (b) (7)(C) oh not me... SOCK MONSTERS!! the worst
of the bunch!!!
August 10 at 5:11pm

(b) (6), (b) (7)(C) got my new finger shoes!!
August 7 at 10:26am

(b) (6), (b) (7)(C) we are twins now!
August 7 at 10:27am

(b) (6), (b) (7)(C) knows (b) (6) not a push over. im in trouble. lol.
August 7 at 8:19am

(b) (6), (b) (7)(C) oh no... your so busted!! :)
August 7 at 8:22am

(b) (6), (b) (7)(C) you sure are buddy@!
August 7 at 8:26am

(b) (6), (b) (7)(C) ohh you are
August 10 at 5:12pm

(b) (6), (b) (7)(C) just got home. cant wait til (b) (6), (b) (7)(C) starts working with me again. the
duo is back.
August 6 at 12:59pm

View all 8 comments

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) a push over....hmmm i
will have to think about that one.
August 6 at 7:53pm

(b) (6), (b) (7)(C) heck I'm (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is NO push
over!!! Beware!! LMAO
August 7 at 7:58am

Applications Chat (3) Internet | Protected Mode: On 100%

Morpheus Premium mIRC - [#GlobalGa... Facebook (b) (6), (b) (7)(C) fb2 - Paint 8:27 AM

August 14 at 6:21pm Take this quiz ~ see more quizzes Create a quiz

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) XY!!!

August 14 at 6:24pm

(b) (6), (b) (7)(C) push the button! push the button!!

August 14 at 6:26pm

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) calves for still sore. again, stupid bed or my finger shoe is causing soreness. here a thought, i havent walked bear footed since i was a kid..... stupid bed!

August 14 at 8:07am

(b) (6), (b) (7)(C) that home. bored.....

August 14 at 7:33am

(b) (6), (b) (7)(C) not only work sucks. it sucks even more that i cant share when people ask what up in my personal life. oh well! (b) (6), (b) (7)(C) all worth it.

August 13 at 9:14am

(b) (6), (b) (7)(C) likes this.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) hahaaaaaaa that's awesome.

August 13 at 9:17am

(b) (6), (b) (7)(C) you can tell all of us!

August 13 at 10:13am

RECENT ACTIVITY

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) status.

(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are now friends.

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) own status.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) needs a new bed. legs are sore. stupid bed.

August 13 at 4:36am

Facebook (b) (6), (b) (7)(C) Windows Internet Explorer

http://www.facebook.com/search/?(b) (6), (b) (7)(C)

Facebook (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Add as Friend

Wall Info Photos

(b) (6), (b) (7)(C) gets the case of the mondays.
2 hours ago

(b) (6), (b) (7)(C) at home cooking.... my (b) (6) and (b) (6), (b) (7)(C) is coming over.
Sat at 4:59pm

RECENT ACTIVE

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) status.

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) own status.

(b) (6), (b) (7)(C) commented on (b) (6), (b) (7)(C) own status.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) subscribed to 'hollywoodstreams' on YouTube
URL: http://www.youtube.com/user/hollywoodstreams
Fri at 8:09am via YouTube

(b) (6), (b) (7)(C) you better subscribe to my videos, youtube
search specialized strength coach!
Fri at 12:36pm

(b) (6), (b) (7)(C)

View Photos of (b) (6), (b) (7)(C)
Send (b) (6), (b) (7)(C) Message
Poke (b) (6), (b) (7)(C)

Information

Relationship Status:
It's Complicated

Birthday:
(b) (6), (b) (7)(C)

Friends

23 friends See All

(b) (6), (b) (7)(C)

Filters

Create an Ad

This game is smokin'

5 million people each day choose to play Mafia Wars. Show them who's boss. Click here to play for free.

Perfection One Donates

Perfection One has water to donate to your sports team or event outing. Give us a call, we're glad to quench your thirst

Sennheiser Sound Tour

Become a Fan to Win 1 of 5 Headphones

Applications

Done

Morpheus Premium mIRC - [GlobalGa...]

Unfried - Paint

Facebook (b) (6), (b) (7)(C)

Internet | Protected Mode: On 100%

8:25 AM

Taylor, Eric A.

From: (b) (6), (b) (7)(C)
Sent: Sunday, January 24, 2010 4:43 AM
To: Taylor, Eric A.
Subject: Sam's Club/FB
Attachments: fbk.jpg; fb19.jpg; fb16.jpg; fb15.jpg; fb14.jpg; fb13.jpg; fb12.jpg; fb10.jpg; fb9.jpg; fb6.jpg; fb5.jpg; fb4.jpg; fb3.jpg; fb2.jpg; fb1.jpg

Eric here are the facebook screenshots I have.

[Previous](#) | [Next](#) >

Daily Labor Report: All Issues > 2010 > January > 01/26/2010 > News > Workforce Reductions: Sam's Club to Outsource Product Demos, Eliminating 11,200 Mostly Part-Time Jobs

15 DLR A-3**Workforce Reductions****Sam's Club to Outsource Product Demos, Eliminating 11,200 Mostly Part-Time Jobs**

Sam's Club, the warehouse club division of Wal-Mart Stores Inc., Jan. 24 announced it would be outsourcing product demonstration functions within its stores, eliminating about 10,000 mostly part-time jobs.

In addition, Sam's Club President and Chief Executive Officer Brian Cornell said in the announcement that the company would eliminate the position of new business membership representative, affecting about two employees per store, or 1,200 workers.

The product demonstration positions are being outsourced to Shopper Events, a Rogers, Ark.-based company that currently is contracted to provide product demonstrations in Wal-Mart stores. Cornell said that Shopper Events would "rapidly staff up to accommodate this new business and that it expects to hire roughly the same number of people" as are losing their jobs. Affected workers will be able to apply for positions with Shopper Events, Cornell said.

"We do not make these decisions lightly, and know that this is a difficult development for the members of our Sam's Club family who will be leaving the company," Cornell said. "I also know that this will be a hard time for others in the Club who have worked with these Associates and, in many cases, formed close relationships."

"Eligible associates" will receive severance pay and benefits, Cornell said, and affected workers also will be able to apply for open positions at Sam's Club and Wal-Mart stores, in addition to jobs with Shopper Events.

Earlier this year, Sam's Club announced the closure of 10 of its stores, eliminating about 1,500 jobs (8 DLR A-10, 1/14/10).

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March 30, 2010

(b) (6), (b) (7)(C)

Re: Sam's Club, a Division of Wal-Mart Stores, Inc.
Case 9-CA-45386

Dear (b) (6), (b) (7)(C)

This will acknowledge your request to withdraw the charge filed in the above-entitled matter. I have approved such withdrawal and the case is closed on our records.

Very truly yours,

Gary W. Muffley
Regional Director

GWM/EAT/md

cc: (b) (6), (b) (7)(C)

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